

Panaji, 30th June, 2016 (Asadha 9, 1938)

SERIES II No. 13

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are three Extraordinary issues to the Official Gazette, Series II No. 12 dated 23-06-2016 as follows:—

- (1) Extraordinary dated 23-06-2016 from pages 215 to 216 regarding Notifications from Department of Finance.
- (2) Extraordinary (No. 2) dated 25-06-2016 from pages 217 to 218 regarding Notification from Goa Legislature Secretariat.
- (3) Extraordinary (No. 3) dated 28-06-2016 from pages 219 to 220 regarding Order & Notification from Department of Finance & Department of Law & Judiciary respectively.

GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

Order

No. 2/9/95-AGR/2016-17/Part (I)/84

In order to accommodate the newly promoted Officers against the post Subject Matter Specialist at Krishi Vigyan Kendra, South, Government is pleased to order the transfer of the following Officers presently holding the posts to the offices indicated below against their names with immediate effect:

| Sr. No. | Name of the officer & designation | Place of posting on transfer |
|---------|--|---|
| 1 | 2 | 3 |
| 1. | Dr. Sandeep Kesarkar, Subject Matter Specialist (Agronomy) | As Assistant Director of Agriculture (Crops) in place of Shri Sanjeev Mayekar being promoted on regular basis against the post of Subject Matter Specialist and posted as Subject Matter Specialist (Agronomy). |

| 1 | 2 | 3 |
|----|---|---|
| 2. | Shri Shriram Dhaimodkar, Subject Matter Specialist (Horticulture) | As Assistant Director of Agriculture (Extension) in place of Shri Shivanand Wagle being promoted on regular basis against the post of Subject Matter Specialist and posted as Subject Matter Specialist (Agronomy). |

They shall hand over the charge to the respective officer on their joining. Incumbent at Sr. No. 1 is not entitled for joining time as the transfer is affected as per his request. Joining time and TA for incumbent at Sr. No. 2 will be regulated as per transfer rules in force.

By order and in the name of the Governor of Goa.

U. B. Pai Kakode, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 20th June, 2016.

Order

No. 2/9/95-AGR/2016-17/Part (I)/85

On recommendation of the Departmental Promotion Committee conveyed by Goa Public Service Commission vide their letter No. COM/II/11/2(1)/2016/69 dated 19-05-2016, Government is pleased to promote the following Agriculture Officers to the post of Subject Matter Specialist, Group 'A', Gazetted in the Directorate of Agriculture on regular basis in the Pay Band of PB—III Rs. 15,600-39,100+Rs. 5,400 Grade Pay with immediate effect.

- 1) Shri Shaba Verenkar.
- 2) Shri Sanjeev Mayekar.
- 3) Shri Shivanand Wagle.

On promotion they shall continue/posted as shown below:

- 1) Shri Shaba Verenkar shall continue as Subject Matter Specialist (Plant Protection).
- 2) Shri Sanjeev Mayekar posted as Subject Matter Specialist (Agronomy).
- 3) Shri Shivanand Wagle posted as Subject Matter Specialist (Horticulture).

The above Officers shall be on probation for a period of two years from the date of their joining.

They shall exercise option within one month from the date of promotion to fix their pay in terms of F.R.22(I) (a) (1).

By order and in the name of the Governor of Goa.

U. B. Pai Kakode, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 20th June, 2016.



Goa Human Rights Commission

Proceeding No. 256/2013

Inquiry Report

Apprehending serious threat to life and safety of the staff members of the Village Panchayat of Sodiem, Office of Mamlatdar, Office of Public Health Centre, Sodiem, Gram Sabha Members and the visitors to the Village Panchayat Ghar, Sodiem for official work on account of deteriorating condition of the Village Panchayat Building which may collapse at any point of time, thereby endangering the lives of the innocent persons, the Complainants have approached this Commission for protection and safety of the public members who visit the Panchayat building time and again.

2. The Complainants have set out the details about the unsafe and deteriorating condition of the Village Panchayat, Sodiem Community Ghar and serious efforts made by the Complainants and others by repeated requests to the concerned authorities for carrying out repairs/renovation/reconstruction of the Panchayat building. The Complainants have produced several documents in support of assertion viz. 1) Letter dated 23-10-2013 addressed to the Sarpanch of Village Panchayat Sodiem by the Gram Sabha members (Annexure-I), 2) Gram Sabha Resolution No.7/2 dated 27-01-2013 (Annexure-B), 3) Letter dated 14-03-2013 addressed to the Sarpanch/Secretary, Village Panchayat Sodiem-Siolim by Shri Dominic D'Souza (Annexure-C), 4) Letter dated 19-07-2011 addressed to the Block

Development Officer, Mapusa-Goa by the Executive Engineer, District Rural Development Agency (Annexure-D), 5) Letter dated 25-03-2011 addressed to the Director, District Rural Development Agency, Panaji-Goa by Village Panchayat Siolim-Sodiem (Annexure-E), 6) Resolution dated 26-10-2013 of Village Panchayat Siolim-Sodiem (Annexure-F) 7) Proceeding of Gram Sabha meeting dated 27-10-2013 (Annexure-G) and 8) Guidelines for conducting Gram Sabha Meetings (Annexure-H).

Subsequently, by an application dated 03-07-2014, the Complainants have also produced additional documents viz. Letter dated 16/12-05-2014 addressed to the Sarpanch, Village Panchayat Siolim-Sodiem by the Executive Engineer, DRDA (North) and several photographs in respect of the Village Panchayat Building.

3. This Commission issued notices to the 1) Secretary, Village Panchayat Siolim-Sodiem and 2) the Director of Panchayat, Panaji-Goa. The Respondent No.1 has filed reply dated 20-03-2014 and has produced documents viz. Letter dated 09-03-2006 from College of Engineering, Farmagudi, 2) Letter dated 13-01-2014 addressed to the Health Officer, PHC, Siolim by Village Panchayat Siolim-Sodiem 3) letter dated 13-01-2014 addressed to the Commissioner, Labour and Employment, Panaji-Goa 4) Letter dated 16-01-2014 addressed to Goa Engineering Collage, Farmagudi by Village Panchayat Siolim- Sodiem and 5) Resolution dated 28-01-2014. A bare reading of the reply of Respondent No.1 indicates that the Respondent No.1 is blowing hot and cold at the same time.

In para 6 of the reply, the Respondent No.1 has denied that the Village Panchayat Sodiem Community Hall is unsafe or is in dangerous and deteriorating condition or that the same is causing threat to the life and safety of the Village Panchayat Staff or Mamlatdar's staff or PHC staff or Panchayat Members or Gram Sabha Members or villagers as alleged by the Complainants. In para-7 of the reply, it has been stated that there is nothing on record to indicate that the Village Panchayat Sodiem Community Hall has become unsafe and is in deteriorating condition. In the same breath, the Respondent No. 1 has stated that the entire complaint is based on the alleged information given by the Sarpanch while discussion was held in the Gram Sabha Meeting held on 14-10-2012 that on immunization day parts of terrace of the Panchayat building had fallen down and present condition of Panchayat building is in very serious condition and may be dangerous for the persons who are working in it. It is thus seen that Respondent No.1 at one point of time

denies that the building is unsafe and at the same time admits that the building is in dangerous condition.

4. On behalf of Respondent No. 2 the learned Advocate Shri Arun Talaulikar prayed for time to file reply inspite of the fact that it was made clear to the Respondent No. 2 that time is granted as last opportunity to the Respondent No. 2 when the matter came up for hearing on 02-07-2014. Considering the urgency involved in this case, we are not inclined to grant further time to Respondent No. 2 to file reply. It is apparent that although the matter requires utmost urgency, the Respondent No. 2 has taken a very casual approach in this case.

5. We have heard the Complainants, the learned Advocate Mrs. Uttara Kundaikar for the Respondent No.1 and the learned Advocate Shri Arun Talaulikar for the Respondent No. 2. We have also perused the records of this case.

6. The material and relevant documents relied upon by the Complainants to substantiate their assertions 1) Letter dated 19-07-2011 addressed to the BDO (Bardez) by the Executive Engineer, DRDA(North), 2) Letter dated 12/16-05-2014 addressed by Executive Engineer, DRDA (North) to the Village Panchayat Siolim-Sodiem and the photographs of the Village Panchayat Building. The letter dated 19-07-2011 shows that as per the Panchayat Resolution No. 6/12 passed on 30-10-2008, the Panchayat building shows the signs of deterioration and the beams in the middle have developed cracks and being weight bearing would act as danger to the lives of the persons using the same. This Resolution was passed as long back as in the year 2008. This shows that the building is in dangerous condition since the year 2008 i.e. about 6 years back.

On the basis of the said letter dated 12/16-05-2014 addressed to the Sarpanch, Village Panchayat Siolim-Sodeim by the Executive Engineer, DRDA (North) the Panchayat Ghar was inspected by the Assistant Engineer, DRDA (North) on 28-04-2014 and they found cracks in the existing columns and beams and also in laterite masonry. It was noticed that the building is unsafe for occupation. As per the said letter dated 12/16-05-2014 it was reported that the ground floor of the Panchayat Ghar was constructed in the year 1988. In other words, the ground floor of the Panchayat Ghar was constructed about 26 years ago.

Various photographs produced by the Complainants also support the case of the Complainants that the building had developed cracks at various places. It is unfortunate that the Village Panchayat of Siolim-Sodiem has not taken any positive steps to get the building repaired although several years have passed, after it was noticed that the building is unsafe for occupation.

7. Admittedly, several Government Offices including the office of the Village Panchayat Siolim-Sodiem are situated in the Village Panchayat building. The possibility of the building cracking down at any point of time cannot be totally ruled out in the facts and circumstances of this case thereby endangering the lives of public members who have no option but to visit Government offices including the staff members situated in the said building. The fundamental duty is therefore cast on the Village Panchayat Siolim-Sodiem to ensure safety of the public members visiting the building. The Village Panchayat Siolim-Sodiem cannot escape this responsibility on spacious plea that the building is in safe condition which is contrary to the records of this case. It is therefore imperative that the preventive measures are required to be taken on war footing by the Village Panchayat of Siolim-Sodiem and other concerned authorities including the State of Goa to avoid unforeseen incident.

8. Keeping in mind the urgency involved in this matter, we make the following:

Recommendations:

- 1. Steps should be taken by the Village Panchayat Siolim-Sodiem to shift the offices from the present place to another safe alternate place within 90 days.*
- 2. Even though day to day office may be held for the time being in the present building, no meetings of the Panchayat including fortnightly meetings of the members, Bal Sabha meetings and the Gram Sabha meetings should take place in the present building and all such meetings should be held in the Government Primary School at Tropa either on Sundays or in the evening after the school is closed.*
- 3. Steps should be taken by District Rural Development Agency (North) to carry out immediate repairs which should be completed within a period of six months.*
- 4. If the experts attached to DRDA or concerned PWD authorities feel that it is not possible to repair the*

building, steps should be taken to construct a new building as expeditiously as possible within a period of one year.

Date: 17-06-2014.

Place: Panaji-Goa.

| | | |
|--|--|--|
| Sd/- Justice P. K. Misra Chairperson Goa Human Rights Commission | Sd/- A. D. Salkar Member Goa Human Rights Commission | Sd/- J. A. Keny Member Goa Human Rights Commission |
|--|--|--|

BEFORE THE GOA HUMAN RIGHTS
COMMISSION AT PANAJI-GOA

Proceeding No. 256/2013

Shri Nishant Kalangutkar
and ors Complainants

v/s

The Secretary,
Village Panchayat of
Sodiem and another Respondents

Action taken report on behalf of the respondent
No. 1

MAY IT PLEASE YOUR HONOUR

The respondent No. 1 states and submits as under:

1. The Respondent No. 1 states that this Hon'ble Commission, by its recommendations dated 17-7-2014 were pleased to recommend that:
 - i) This respondent should take steps to shift the offices from the present place to another safe alternate place within 90 days,
 - ii) Even though day to day office may be held for the time being in the present building, no meetings of the Panchayat including fortnightly meetings of the members, Bal Sabha meetings and the Gram Sabha meetings should take place in the present building and all such meetings should be held in the Government Primary School at Tropa either on Sundays or in the evening after the school is closed,
 - iii) Steps to be taken by District Rural Development Agency (North) to carry out immediate repairs which should be completed within a period of six months,
 - iv) If the experts attached to DRDA or concerned PWD authorities feel that it is not possible to repair the building, steps should be taken to construct a new building as expeditiously as possible within a period of one year.

2. This respondent states that the Panchayat building known as "Panchayat Ghar", which is the subject matter before this Commission in the present proceeding was constructed in the year 1988 and in the said building, besides the Office of this respondent, two rooms were rented to the Commissioner of the Labour and Employment and Health Officer of the Primary Health Centre, respectively. On receipt of the aforesaid recommendations of this Hon'ble Commission, the aforesaid two offices were vacated/shifted from the Panchayat Ghar within the prescribed time limit of 90 days. As far as the Office of this respondent is concerned, as per the clause (2) of the recommendations, the day to day office of this respondent was held in the Panchayat Ghar for some time and recently the office working of this respondent has been shifted to the Market Yard building belonging to this Panchayat thereby retaining some of the office furniture and records in the office of the respondent situated in Panchayat Ghar.
3. This respondent further submits that as per the clause (2) of the aforesaid recommendations, the fortnightly meetings of the members, Bal Sabha meetings and the Gram Sabha meetings are no more held in the Panchayat Ghar and except the fortnightly meeting of the members, the Bal Sabha meetings and the Gram Sabha meetings are being held in the Government Primary School at Tropa. As far as fortnightly meeting of the members (seven members) is concerned, the same is being held in the Market Yard Building belonging to this respondent.
4. The respondent submits that on receipt of the aforesaid recommendations of this Hon'ble Commission, this respondent had addressed letter dated 9-9-2014 to the Director of the District Rural Development Agency, with copy to the respondent No. 2, requesting them to look into the matter and take necessary steps in the matter. The copy of the said letter dated 9-9-2014 is annexed herewith and marked as Exh. "A". Subsequently, since nothing was heard from the office of the District Rural Development Agency for a considerable time, reminder dated 4-4-2015 was addressed to the Director of the District Rural Development Agency, the copy of which is annexed hereto and marked as Exh "B colly".
5. This respondent submits that this respondent was in receipt of the Memorandum dated 13-11-2014 from the office of the respondent No. 2, directing this respondent to file its status

report in the matter before the Director of Panchayat on 14-11-2014 without fail and accordingly, this respondent, vide its letter dated 14-11-2014, submitted its status report to the respondent No. 2. The copies of aforesaid memorandum dated 13-11-2014 and letter dated 14-11-2014 are annexed hereto and marked as Exh. "C colly".

6. The respondent submits that as stated earlier, the Panchayat building known as "Panchayat Ghar", which is the subject matter before this Commission in the present proceeding was constructed in the year 1988. Subsequently, in the year 1991, a "Market Yard", attached to the Panchayat Ghar was constructed in the same property by Rural Development Agency (RDA). Thereafter, after the year 2005, a Community Hall was constructed on the first floor of the existing Market Yard. The said "Market Yard" is presently occupied by Pirna Urban Co-operative Credit Society Ltd., Medical Clinic of Dr. Dhulapkar and two Offices of this Panchayat, out of which one is occupied by the Sarpanch.
7. This respondent submits that in order to avoid the inconvenience caused to the staff of this Panchayat and considering the fact that the total number of members present for the fortnightly meeting of the members of this Panchayat being not more than 7, this respondent has decided to conduct the fortnightly meeting of the members of this Panchayat, in future, in the office of the Panchayat situated in Market Yard as stated hereinabove. The other two meetings, viz. the Bal Sabha meeting and Gram Sabha meeting shall continued to be held in Government Primary School at Tropa as recommended by this Hon'ble Commission.
8. This respondent submits that on 10-4-2015, the earlier Secretary of this Panchayat, Shri Dhiraj Govekar was transferred and Additional Charge was given to Shri Chandan Chodankar, who was Secretary of Village Panchayat of Oxel. However, due to the accident Shri Chandan Chodankar proceeded on leave and hence on 30-4-2015, the Additional Charge as Secretary was given to Shri Bhiva Thakur, who was also holding the charge of Secretary of Village Panchayat of Siolim, Marna. Subsequently, on 11-5-2015, Shri Chandan Chodankar resumed his office and took the Additional Charge as Secretary of this Panchayat and continued as Secretary of Village Panchayat of Oxel.

9. This respondent submits that considering the aforesaid fact of transfer of the Secretary of this Panchayat, Shri Chandan Chodankar is available in this Panchayat Office only for 3 days a week. It is further submitted that during these three days, since Shri Chandan Chodankar has to attend day today work of the Panchayats, clear the backlogs and also attend the legal matters of both the Panchayats, there was delay in filing present action taken report before this Hon'ble Commission.

Place: Panaji-Goa.

Date: 15-7-2015.

Respondent No. 1

Sd/-

Adv. for the respondent No. 1

AFFIDAVIT

I, Shri Chandan Chodankar, major of age, married, resident of r/o Teen Mad Siolim, Secretary of the respondent No. 1, do hereby solemnly affirm and state that the contents of para 1 to 9 of the action taken report on behalf of this respondent are true and correct to my knowledge which is derived from records.

Solemnly affirmed at Mapusa on this 13th day of July, 2015.

Sd/-

Deponent

Identified by me:

Before Me

Mapusa-Goa on 13th July, 2015

Sd/-

S. J. Sardesai

Advocate-Notary

Mapusa-Goa.

Village Panchayat Siolim-Sodeim
Bardez-Goa
Ph. 2272278

Rf. No.: VPSS/2014- 2015/581

Date: 9-9-2014

To,
The Director,
District Rural Development Agency,
Panaji-Goa.

Through B.D.O.

Sub: To repair Panchayat Ghar as per the order of Human Right Commission through DRDA.

Sir,

Please find enclosed herewith resolution No. 6(18), passed in the Panchayat meeting held on 14-8-2014, alongwith with the proposed panchayat building plan, valuation and photographs of building showing deteriorating condition of existing panchayat, title documents & order from Goa Human Right Committee.

In this connection, you are kindly requested to look into the matter for necessary needful.

Yours faithfully
Sarpanch,
V. P. Siolim-Sodiem
Bardez-Goa.

Copy to:
The Director,
Directorate of Panchayat,
Panaji-Goa.

True Copy of Resolution No. 6(18), Passed in the
Panchayat Meeting Held on 14-8-2014

Sub: Any other subject with the permission of
Chairperson.

Resolution No. 6(18): It is unanimously resolved to take the work of repair of Panchayat Ghar as per the order of Human Right Commission through DRDA as early as possible with enclosure proposed plan, valuation etc. as the condition of this panchayat is in deteriorating condition.

Proposed by: Shri Nilesh Vaigankar.
Seconded by: Smt. Deepika Kalangutkar
Resolution passed unanimously.

No. 19/DP/HRC/Proc No. 256/14/6373
Government of Goa
Directorate of Panchayats,
Junta House, 3rd floor, 3rd lift,
Panaji-Goa.

Dated: 13-11-2014.

Memorandum

Enclosed find herewith a copy of inquiry report in proceeding No. 256/2013 from the Secretary, Goa Human Rights Commission, Panaji-Goa received from the office of Chief Secretary, Government of Goa, Secretariat, Porvorim-Goa which is self explanatory.

The Village Panchayat Secretary of V.P. Siolim-Sodiem is hereby directed to report to the office of undersigned alongwith the status report in the matter on 14-11-2014 at 3:30 p.m. without fail.

Non obeying the above instruction will be viewed seriously and V.P. Secretary of V.P. Siolim-Sodiem will be held responsible for the same.

Sd/-
D. M. Redkar,
Dy. Director of Panchayats (North),
Panaji-Goa.

To,
The V. P. Secretary
V. P. Siolim-Sodiem
Bardez Block

Coply to: The Secretary, Goa Human Rights
Commission, 18th June road, Panaji-Goa for
information.

Village Panchayat
Siolim-Sodiem
Bardez-Goa
Ph. 2272278

Ref No.: VPSS/2014-15/796 Date: 14-11-2014

To,
The Director,
Directorate of Panchayats
Panaji-Goa.

Sub: Status Report of proceeding No. 256/13 of
Goa Human Right Commission.

Sir,

With reference to your memorandum No. 19/DP/ /HRD/Proc No. 256/14/6373 dated 13-11-2014 on the above cited subject, this is to bring to your kind notice, about the steps taken to implement the order from Goa Human Right Commission in above said proceeding.

1. Regarding point 1, to shift letter to that effect to Directorate of Education bearing No. VPSS/ /2014-15/661 dated 4-10-2014.
2. At point No. 2, no meeting is being conducted in the panchayat premises.
3. At the point 3, letter is forwarded to this effect.
4. Waiting for reply of DRDR.

Enclosing all required documents of necessary action.

Thanking you,

Yours faithfully
Sd/-

BEFORE THE GOA HUMAN RIGHTS
COMMISSION AT PANAJI-GOA

Proceeding No. 256/2013

Shri Nishant Kalangutkar

and ors

.... Complainants

v/s

The Secretary,

Village Panchayat of

Sodiem and another

.... Respondents

Action taken report on behalf of the respondent
No. 2

MAY IT PLEASE YOUR HONOUR

The respondent No. 2 states and submits as under:

1. The respondent No. 2 states and submits that as recommended by the Hon'ble Commission, the respondent No. 2 has directed the Village Panchayat Siolim-Sodiem to initiate immediate action to implement the recommendation vide memorandum dated 13-11-2014 and accordingly the respondent No. 1 i.e. Village Panchayat Siolim-Sodiem has taken the following action:

- (a) The monthly meeting of the Village Panchayat which were to be held in the suit property have been stopped forthwith and the office of Village Panchayat shifted to market yard.
- (b) The Village Panchayat Siolim-Sodiem vide letter dated 9-9-2014 addressed to the District Rural Development Agency, North which is already on the record to construct/repair the present building.

In so far as the steps to be taken by District Rural Development Agency/PWD, this respondent is with constant touch with them and further action taken by them will be communicated to the Hon'ble Commission.

Place: Panaji-Goa.

Sd/-

Dated: 9-12-2015.

Adv. for Respondent No. 2

Department of Industries

Corrigendum

No. 10/4/2012-IND/413

In the Government Notification No. 10/4/2012-IND dated 14-01-2016 published in the Official

Gazette Series II No. 44 dated 28-01-2016 the words "Member Secretary" shall be read as "Member".

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Industries).

Porvorim, 22nd June, 2016.

Department of Labour

Notification

No. 28/7/2005-LAB/340

The following award passed by the Industrial Tribunal-cum-Labour Court at Panaji-Goa under reference No. IT/23/2005 dated 03-03-2016 in respect of Workmen rep. by the Presiding/General Secretary, CG-PPI Kundaim Employees Union, Kundaim Industrial Estate, Kundaim-Goa is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Shashank Thakur, Under Secretary (Labour).

Porvorim, 17th May, 2016.

IN THE INDUSTRIAL AND LABOUR COURT

GOVERNMENT OF GOA

AT PANAJI

(Before Mr. Vincent D'silva, Hon'ble
Presiding Officer)

Ref. No. IT/23/05

Workmen

Rep. by the Presiding/General Secretary,

CG-PPI Kundaim Employees union,

C/o Shri Rohidas H. Gaude,

Akarwada, Mardol-Goa.

... Workmen/Party I..

V/s

M/s CG-PPI Adhesive Products Ltd.,

215, Kundaim Industrial Estate,

Kundiam-Goa.

.... Employer/Party II.

Workmen/Party I represented by Adv. Shri H. Shirodkar.

Employer/Party II represented by Adv. Shri P. J. Kamat.

AWARD

(Passed on this 3rd day of March, 2016)

In exercise of the power conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (for short the Act) the Government of Goa by order dated 11-07-2008 bearing number 28/07/005-LAB/313 has referred the following dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

“(1) Whether the action of the management of M/s CG-PPI Adhesive Products Limited, Kundaim Industrial Estate, Kundaim-Goa, in refusing to concede the following demands of the workmen represented by CG-PPI Kundaim Employees Union is legal and justified ?

Charter of Demands

(1) Demand No. 1: The Union demands that all the workers should be given the following revised pay scale.

Grade:

HI—325-15-400-20-500-30-650.
H2—375-20-475-25-600-35-765.
WO—425-550-550-30-700-40-900.
W1—505-705-705-50-955-60-1255.
W2—625-850-850-55-1125-65-1450.
W3—700-950-950-60-1250-70-1600.
W4—825-1100-1100-65-1425-75-1800.

(2) Demand No. 2: Flat Rise.

The Union demands that all the workmen should be given rise in basic at the rate mentioned below:-

Grade:

H1—Rs. 350/-
H2—Rs. 400/-
H0—Rs. 500/-
W1—Rs. 550/-
W2—Rs. 600/-
W3—Rs. 650/-
W4—Rs. 700/-

Fitment: After adding above flat rise to the existing basic of the workmen, they should be fitted in the revised scale of pay in their respective grades.

(3) Demand No. 3: Seniority Increments.

The Union demands that all the workmen shall be given the seniority increments as mentioned below:-

| | |
|--|---------------------|
| Service above 2 years and upto 3 years | — One Increment. |
| Service above 3 years and upto 7 years | — Two Increments. |
| Service 7 years | — Three Increments. |

(4) Demand No. 4: Fixed Dearness Allowance.

The Union demands that all the workman should be paid Fixed Dearness allowance at the revised rate of Rs. 600/- per month per workman.

(5) Demand No. 5: Variable Dearness Allowance.

The Union demands that the present rate of variable dearness allowance being very less, the same shall be paid at the revised rate of Rs. 2.50 per point rise beyond 2200 (1960=100).

(6) Demand No. 6: House Rent Allowance.

The Union demands that house rent allowance should be paid at the revised rate i.e a rise of Rs. 350/- should be given in present house rent allowance.

(7) Demand No. 7: Conveyance Allowance.

The Union demands that every workmen should be given conveyance allowance at the revised rate of Rs. 400/-per month, to meet the increased cost of transport.

(8) Demand No. 8: Canteen Subsidy.

The Union demands that canteen subsidy shall be paid at the revised rate of Rs. 400/- per month per workmen or canteen item should be provided at subsidized rates.

(9) Demand No. 9: Education Allowance.

The Union demands that all the workmen should be paid education allowance at the revised rate of Rs. 300/- per month per workman.

(10) Demand No. 10: Domiciliary Treatment Allowance.

The Union demands that the Domiciliary Treatment should be paid at the rate of Rs. 200/- per month per workman.

(11) Demand No. 11: Accident Leave and Medical Expenses.

The Union demands that those workmen who meet with accident while on duty should be given full pay and special sick leave till they are fit to resume duty and full medical expenses should be reimbursed by the Management.

(12) Demand No. 12: Leave Travel Allowance.

The Union demands that rise of Rs. 1500/- should be given over the present Leave Travel Allowance of each worker.

(13) Demand No. 13: Leave.

The Union demands that leave facilities should be provided as follows:

- i) Private leave – one day for every 15 days worked or 25 days per year.
- ii) Sick Leave – 10 days per year.
- iii) Casual Leave – 10 days per year.

Holidays – 10 Public holidays and 3 Restricted holidays per year.

(14) Demand No. 14: Chemical Allowance.

The Union demands that all the workmen should be paid chemical allowance at the rate of Rs.125/- per month to each workmen.

(15) Demand No. 15: Washing Allowance.

The Union demands that all the workmen should be given washing allowance at the rate of Rs. 50/- per month as a rise in their present allowance.

(16) Demand No. 16: Loan.

The Union demands that those workmen who have completed more than two years in service should be given loan facility of Rs. 50,000/- to purchase house hold things which loan will be recoverable from the worker at the rate of 4% interest.

(17) Demand No. 17: Shift Allowance.

The Union demands that if they work for II shift, Rs. 15/- only per day should be paid.

(18) Demand No. 18: Medical Allowance.

The Union demands that medical benefits should be given as below.

Grade:

H1 & H2 — Rs. 150/-

W0 & W1 — Rs. 200/-

W2, W3 & W4 — Rs. 250/-

(19) Demand No. 19.

Safty equipment and rainwear should be provided from time to time as per requirment.

Rise and facility should be made applicable to the workmen who are no the muster roll of the company, as on 31st March, 2002.

The Union reserves the right to amend, add, delete any clauses of the Charter of Demands during the negotiation.

(2) If not, to what relief the workman are entitled?"

2. Upon receipt of the dispute, Reference No. IT/ /23/2005 was registered. Notices were issued to both the parties under registered post, upon which both the parties were served. Party I filed the claim statement at Exb. 4. Party II filed Written Statement at Exb. 8. Rejoinder was filed by Party I at Exb. 10.

3. In short, the case of the Party I is that the "CGPPI Kundaim Employees Union" is a registered Trade Union under the Indian Trade Unions Act, 1926 and is recognized union in the factory. The Union is representing all the workmen employed by the Party II at Kundaim Factory. It is the further case of the Party I that the workmen submitted the Charter of Demands vide their letter dated 21-03-2002 and after submissions of the Charter of Demands, the

management played the delaying tactics and hence the Union raised the dispute before the Conciliation Officer which ended in failure. The Charter of Demands are specified in the statement of claim. The Party I claimed that the benefits of the settlement should be made effective from 01-03-2002 after expiry of earlier settlement and therefore prayed to declare the demands submitted by the Union as just and proper and grant the said demands in toto from the date of expiry of the previous settlement and to make suitable order.

4. In the written statement, Party II raised objections on the maintainability of the reference by stating that the earlier settlement dated 04-12-1999 was not terminated by the Union as required under Section 19(2) of the Industrial Disputes Act, 1947 before making the Charter of Demands dated 21-03-2002. The Charter of Demands which has been referred for adjudication by the Government of Goa are wholly unrealistic, unjustified and unreasonable. The Party I and the workmen however commenced agitations and started indulging in serious acts of misconducts and acts of indiscipline since Party II did not agree for revision of wages and other benefits demanded under Charter of Demands of the workmen and as the workmen did not agree for change in production system nor increased the production. The Management of the company was also willing to amicably settle the Charter of Demands. However it was on account of adamant and high handed attitude of the workmen, the company had to suffer hardship in the competitive market. The wages drawn by the employees are amongst the best in the area and therefore there is no question of revision for wages demanded by the Union. Amongst other grounds, Party II denied that Party I are entitled to the benefits from 01-03-2002 i.e. after the expiry of the earlier settlement as alleged and that the demands cannot be granted from retrospective effect. The reference therefore be dismissed and the demands raised by the Company be given effect.

5. In the rejoinder, Party I claimed that the Charter of demands referred for adjudication are just proper and reasonable and the revision of wages is asked only to meet the high increase in the cost of living specially in Goa being a tourist State. It is also claimed that during the wage negotiations whatever commitment made on behalf of the workers were honoured. It is further stated that for any technological change ought to be done by the management, the workers have no role to play. However it is clarified that within the reach of the workers they have put maximum efforts to increase the production and productivity, and that the

production was increased during the said period. This act of the employer to force the workers to sign five years settlement from the date of signing without arrears in nothing but the indulgences of unfair labour practices and exploitation of the workers. The period of the settlement is always depending on the amount of rise and increase in variable dearness allowance given to the workers. Party II was bent upon to sign five years settlement from the date of signing without the payment of arrears and discontinuance of existing variable dearness allowance.

6. During the pendency of the proceedings, Party I represented by Adv. Shri. Hrudaynath Shirodkar and Party II represented by Adv. Shri. P. J. Kamat filed an application at Exb. 33 stating that the matter is settled amicably in terms of the settlement at Exb. 34 and prayed a consent award be made. The terms of the settlement are reproduced herein.

TERMS OF SETTLEMENT

Chapter 1

OBJECTIVE, PERIOD, COVERAGE & ELIGIBILITY, QUANTUM OF BENEFITS ETC. OF THIS SETTLEMENT

1.1 Objective of the Settlement :

- 1.1.1 The union/workmen agree to make sincere efforts to achieve Company's Vision and Mission.
- 1.1.2 The union/workmen agree to maintain and improve cordial relationship with the Management through consistent co-operation.
- 1.1.3 The union/workmen agree to achieve maximum work performance, line efficiency, production output as per approved Cycle Time/Productivity norms/Work targets, as well as productivity improvement, quality improvement, smooth and un-interrupted working in the plant and effective utilization of work time.
- 1.1.4 The union/workmen agree to maintain and improve high sense of discipline wherein workmen would strictly abide by Company Rules, Regulations and Standing Orders.
- 1.1.5 The union/workmen agree that there shall be no strikes, slowdowns or other work stoppages during the term of this agreement.

1.2 Coverage and Eligibility :

- 1.2.1 This settlement shall be applicable and binding on all the permanent workmen of the company who were on the rolls of the

company as on 1st April, 2014 and continue to be on the rolls as on the date of signing of this settlement. They will be eligible for the arrears of wage revision under this settlement. They will be deemed to be eligible for proportionate lumpsum payment benefit calculated for the relevant period of their service on the permanent rolls of the company during the period 01-04-2002 to 31-03-2014. Those workmen who have joined the establishment after 01-04-2014 and have been made permanent thereafter are also eligible for the arrears of wage revision under this settlement but they shall not be entitled to the benefit of lumpsum payment.

- 1.2.2 This settlement shall also be applicable to those permanent workmen of the company who left the services of the company between 1st April, 2014 and date of signing of this settlement (i.e. 18th February, 2016) for any reason whatsoever including Resignation/Retirement/Death/ Termination etc. They will be deemed to be eligible for the arrears of wage revision under this settlement calculated as from 01-04-2014 to the date up to which they were in the services of the company. They will be deemed to be eligible for proportionate lumpsum payment benefit calculated for the relevant period of their service for which they were on the permanent rolls of the company during the period 01-04-2002 to 31-03-2014.
- 1.2.3 Furthermore this settlement shall be also applicable and binding on all the permanent workmen who were on the rolls of the company from 1st April, 2002 up to 31st March, 2014 and have ceased to be in employment of the Company for any reason whatsoever including Resignation/Retirement/Death/Termination etc. save and except for the limited purpose of receipt of arrears of lumpsum payment for the relevant period of their service on the permanent rolls of the company during the period 01-04-2002 to 31-03-2014. The workmen covered under this category will not be entitled for any other benefits either monetary or otherwise which may be extended to the workmen covered under clause 1.2.1 and 1.2.2 above.
- 1.2.4 This settlement shall also be applicable to those workmen who will be employed by the company in the permanent employment after the date of signing of this settlement.

1.2.5 All those permanent workmen who have ceased to be on the rolls of the company on or before 31-03-2002 for any reason whatsoever are not entitled to any benefit either monetary or otherwise under this settlement.

1.3 Period of Settlement :

1.3.1 It is agreed between the parties that this settlement shall come into effect from 1st April, 2014 and shall remain in force for a period of 5 years up to 31st March, 2019. Thereafter the settlement shall continue to remain in force until replaced by another settlement in accordance with the provisions of the Industrial Disputes Act, 1947.

1.3.2 Any change of the Union or its status of recognition during the period of this settlement shall not affect the terms of this settlement.

1.3.3 In the event of any of the provisions of this settlement becoming legally invalid or unenforceable or suspended or superseded by any Statute, Award or by any Agreement between the parties, such invalidity, unenforceability, suspension or supersession shall not affect the remain provisions of this Settlement.

1.4 Quantum of Wage Revision :

1.4.1 The Union/Workmen have understood and agreed that the quantum of wage revision under this settlement shall be as follows. Both the parties have also signed a minutes to this effect dated 28-01-2016 before the Assistant Labour Commissioner & Conciliation Officer, Ponda, Government of Goa.

| Year | Period | Wage Revision per workman per month (in Rs.) | Cumulative Amount of Wage Revision (in Rs.) |
|--------|--------------------------|--|---|
| Year-1 | 01-04-2014 to 31-03-2015 | 3,000/- | 3,000/- |
| Year-2 | 01-04-2015 to 31-03-2016 | 1,000/- | 4,000/- |
| Year-3 | 01-04-2016 to 31-03-2017 | 1,000/- | 5,000/- |
| Year-4 | 01-04-2017 to 31-03-2018 | 1,500/- | 6,500/- |
| Year-5 | 01.04.2018 to 31-03-2019 | 1,500/- | 8,000/- |

1.4.2 The parties have agreed that the above quantum of wage revision is on a "Cost to Company (CTC) pay" basis (as per the

definition of CTC pay mentioned under clause 2.1 of Chapter 2). The union/workmen also agree with the distribution of the above wage revision made in the CTC pay structure as per details in Clause 1.5.

1.4.3 The wages for the month of February-2016 payable on/before 7th March, 2016 and thereafter will be including the amounts of the wage revision as above.

1.4.4 The payment of arrears on account of this wage revision for the period from 01-04-2014 to 31-01-2016 shall be paid on/before 07-04-2016 along with the wages of March-2016.

1.5 Distribution of Wage Revision – Increment Portion

The distribution of wage revision – increment portion as mentioned in Clause 1.4.1 above has been done as follows for all the grades:

| No. | Component | Year-1 (Rs/pm) | Year-2 (Rs/pm) | Year-3 (Rs/pm) | Year-4 (Rs/pm) | Year-5 (Rs/pm) |
|-------|---|-------------------|-------------------|-------------------|-------------------|-------------------|
| 1 | Basic wages- Flat Rise | 395 | 300 | 300 | 300 | 300 |
| 2 | Basic wages- Fitment benefit (Varies from person to person, the given figure is average for all workmen as on 1st April, 2014) | 23 | - | - | - | - |
| 3 | FDA - Flat rise | 700 | - | - | - | - |
| 4 | FDA- Round off | 4 | - | - | - | - |
| 5 | PF (on 1 to 4) @ 13.36% | 150 | 40 | 40 | 40 | 40 |
| 6 | Gratuity (on 1 to 4) @ 4.81% | 54 | 15 | 15 | 15 | 15 |
| 7 | HRA | 505 | 100 | 100 | 200 | 200 |
| 8 | Conveyance | 375 | 95 | 75 | 190 | 190 |
| 9 | Medical | 250 | 90 | 40 | 190 | 190 |
| 10 | Education | 190 | 90 | 40 | 190 | 190 |
| 11 | Washing | 125 | 90 | 32 | 185 | 185 |
| 12 | Food | 125 | 90 | 0 | 0 | 0 |
| 13 | Chemical | 105 | 90 | 0 | 0 | 0 |
| 14 | City (See N1) | - | - | 125 | 125 | 125 |
| 15 | LTA (monthly value) | - | - | 200 | - | - |
| 16 | ESIS@ 4.75% (see N2) | - | - | 34 | 66 | 66 |
| Total | | 3000 | 1000 | 1000 | 1500 | 1500 |

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period

of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

Notes :

N1 = City Allowance being a new allowance, it is started prospectively from Year-3.

N2 = The ESIS contribution on enhanced wages from a retrospective date is payable from the month in which such increase is announced. There is no need to pay the contribution on the arrears for the period prior to the month of agreement. Hence in Year-1 and Year-2 the ESIS contribution is not considered in the distribution. It has been considered from Year-3, as Year-1 and Year-2 (upto Jan-16) have elapsed prior to the settlement.

1.6 50% Recovery of "Adhoc Advance" payment :

1.6.1 This issue was discussed between the parties in 18-02-2016 Conciliation meeting. The Union requested the Management to only recover 50% of this amount, however it was agreed by the Union in the minutes dtd. 04-02-2015 that the entire amount of this adhoc advance paid will be deducted from the arrears of this settlement. However in the 18-02-2016 meeting it was agreed by the Management that out of the total amount of "Adhoc Advance" paid by the Company at the rate of Rs. 1000/- per month to all the permanent workmen with effect from 1st February, 2015 to date (which cumulatively amounts to Rs.12,000 per person) only 50% amount (i.e. Rs. 6000) will be recovered (from arrears of wage revision that will be paid in April-2016) and balance 50% recovery is waived off. Further this Adhoc Advance payment will be discontinued from 1st February, 2016.

1.7 Quantum of Lumpsum Payment and Terms & Conditions thereto :

1.7.1 The Union/Workmen have understood and agreed that the quantum of lumpsum payment is Rs. 80,000/- (Eighty Thousand) in respect of each eligible workman as defined in the Clause 1.2 (1.2.1, 1.2.2 and 1.2.3) of Chapter 1 – Coverage and Eligibility and it shall be in accordance with the terms and conditions mentioned in clause 1.7.2 below. Both the parties have also signed a minutes to this effect dated 28-01-2016 before the Assistant Labour Commissioner & Conciliation Officer, Ponda, Government of Goa.

1.7.2 Terms and Conditions :

1.7.2.1 The Company agrees to pay a lumpsum amount of Rs. 80,000/- (Eighty Thousand) as arrears towards full and final settlement of all the demands raised by the Union in its Charter of Demands dated 21-03-2002, 22-02-2005, 31-03-2008 and 29-03-2011 and which are subject matter of dispute before the Industrial Tribunal in various references being Ref. No. IT-23/05, Ref. No. IT-11/08, Ref. No. IT-49/12 and Ref. No. IT-58/12 respectively.

1.7.2.2 This lumpsum payment is paid by the Company as under :

| | |
|---|---------------------|
| (i) Charter of Demands dtd. 21-03-2002 ...Rs. 20,000/- | |
| (ii) Charter of Demands dtd. 22-02-2005...Rs. 20,000/- | |
| (iii) Charter of Demands dtd. 31-03-2008...Rs. 20,000/- | |
| (iv) Charter of Demands dtd. 29-03-2011...Rs. 20,000/- | |
| Total..... | Rs. 80,000/- |

1.7.2.3 The workmen who were the "concerned workmen" in the pending references and who are on the rolls of the company on the date of signing of the settlement and also those who have ceased to be in the employment of the company for any reason whatsoever including Resignation/Retirement/Death/Termination etc. would be entitled to proportionate benefit of the lumpsum payment arrears.

1.7.2.4 It is agreed between the parties that the lumpsum payment shall be disbursed in three installments as follows:

- 1st installment of Rs. 30,000/- will be paid on 30-04-2016.
- 2nd installment of Rs. 25,000/- will be paid on 31-07-2016.
- 3rd installment (Final installment) of Rs. 25,000/- will be paid on 31-10-2016.

1.7.2.5 The Union and the workmen hereby agree that the aforesaid lumpsum payments is in full and final settlement of all the demands raised by them from April-2002 to March-2014 through their above mentioned Charters of Demands and that the Union and the workmen shall not make any fresh demands either monetary or otherwise on the company for the said period and for all purposes all the demands made by the Union through these charters or even otherwise for the said period shall be deemed to have been settled fully, finally and irrevocably.

1.7.2.6 The Union and the workmen represent and agree that the terms and conditions mentioned herein have the consent of all the concerned workmen either currently in the employment of the company or have ceased to be in the employment of the company. The Union and the workmen further agree to indemnify and keep the company indemnified in respect of any and/or all the demands, claims made by any of the concerned workmen for the period from 2002 to 2014.

1.7.2.7 The parties further agree to file joint applications along with a copy of this Settlement before the Industrial Tribunal in the aforesaid 4 pending references (i.e. Ref. No. IT-23/05, Ref. No. IT-11/08, Ref. No. IT-49/12, and Ref. No. IT-58/12) related to the aforesaid Charters of Demands bringing to the notice of the Hon'ble Tribunal the signing of the present settlement which covers the dispute in the aforesaid pending references with an appeal to dispose of these pending references by passing Award/Awards in terms of the present settlement. The joint applications shall be filed at the earliest from the date of signing of this settlement and in any case on or before the next date of court proceedings in the matter. Notwithstanding the above, the parties agree that the subject matter of dispute in the aforesaid pending references have been settled fully, finally and irrevocably.

1.7.2.8 The parties have understood and agreed that this lumpsum payment (as mentioned in Clause 1.7.2.1) which is in full and final settlement of all the demands raised by Union in the 4 CODS pending before the Industrial Tribunal is in addition to the lumpsum payment of Rs. 450/- per workman per month granted by the Conciliation Officer as Interim Relief w.e.f. 1st June, 2003 during the conciliation proceedings in respect of the charter of demands dated 21-03-2002 and which the company has been paying since then till date. Therefore, it is also understood and agreed between the parties that the aforesaid lumpsum payment (of Rs. 450) which the company has paid every month from June-2003 till date will not be recovered, however the monthly payment will be discontinued with effect from 1st February, 2016.

Chapter 2

DEFINITIONS

2.1 "Cost to Company (CTC) Pay" is the sum of all the emoluments paid by the company under the following heads.

- Basic
- Fixed Dearness Allowance
- Variable Dearness Allowance (HCLA)
- House Rent Allowance
- Conveyance Allowance
- Medical Allowance
- Educational Allowance
- Washing Allowance
- Food Allowance
- Chemical Allowance
- Leave Travel Allowance
- ESIS – Employers Contribution
- Provident Fund – Employers Contribution (including EPF, EPS, EDLI and Administrative charges)
- Labour Welfare Fund – Employers Contribution

Under this settlement the following elements will be discontinued from the CTC pay structure :

- Variable Dearness Allowance (HCLA) – This allowance will be discontinued/abolished w.e.f. 1st April, 2014.

All other elements will be applicable during the operative period of this settlement.

Under this settlement the following elements will be introduced in the CTC pay structure.

- City Allowance – This allowance will be introduced w.e.f. 1st April, 2016.

2.2 "Pre-revised CTC Pay" means the CTC pay as on 1st April, 2014 i.e. the sum of all the emoluments (as mentioned in Clause 2.1) drawn by the workmen at the rate as on 1st April, 2014.

Chapter 3

GRADES, BASIC WAGE SCALE, INCREMENT, FITMENT

3.1 Basic Wage Scales :

3.1.1 It is agreed and accepted by both the parties that the practice of 7 Grade Monthly Basic Wages scale shall be continued and followed during the term of this settlement.

3.1.2 The Revised scales of Basic Wages with effect from 01-04-2014 shall be as follows :

| Grade | Pre-revised scales of Basic Wages | Revise scales of Basic wages w.e.f. 01-04-2014 |
|-------|--|---|
| H1 | 275 – 10/5 – 325 – 15/5 – 400 – 20/5 – 500 | 500 – 40/5 – 700 – 45/5 – 925 – 50/5 – 1175 – 55/5 – 1450 – 60/5 – 1750 |
| H2 | 300 – 15/5 – 375 – 20/5 – 475 – 25/5 – 600 | 600 – 45/5 – 825 – 50/5 – 1075 – 55/5 – 1350 – 60/5 – 1650 – 65/5 – 1975 |
| W0 | 325 – 20/5 – 425 – 25 /5 – 550 – 30/5 – 700 | 700 – 50/5 – 950 – 55/5 – 1225 – 60/5 – 1525 – 65/5 – 1850 – 70/5 – 2200 |
| W1 | 355 – 30/5 – 505 – 40/5 – 705 – 50/5 – 955 | 955 – 90/5 – 1405 – 100/5 – 1905 – 110/5 – 2455 – 120/5 – 3055 – 130/5 – 3705 |
| W2 | 450 – 35/5 – 625 – 45/5 – 850 – 55/5 – 1125 | 1125 – 95/5 – 1600 – 105/5 – 2125 – 115/5 – 2700 – 125/5 – 3325 – 135/5 – 4000 |
| W3 | 500 – 40/5 – 700 – 50/5 – 950 – 60/5 – 1250 | 1250 – 100/5 – 1750 – 110/5 – 2300 – 120/5 – 2900 – 130/5 – 3550 – 140/5 – 4250 |
| W4 | 600 – 45/5 – 825 – 55/5 | 1425 – 105/5 – 1950 – 115/5 – 1100 – 65/5 – 1425 – 2525 – – 125/5 – 3150 – 135/5 – 3825 – 145/5 – 4550 |

3.2 Fitment in the Revised Scales :

3.2.1 The fitment mechanism for arriving at the Revised Basic Wages in the revised scales as on 01-04-2014 shall be as under:

- (i) Flat Rise : The Basic wage drawn as on 01-04-2014 shall be improved by adding a flat rise of Rs. 395/-
- (ii) If the aggregate amount arrived at in step (i) is exactly the step in the revised wage scale the revised basic wages shall be fitted at that step with effect from 01-04-2014. But if the aggregate amount arrived at in step (i) is in between two steps of the revised wage scale, then it will be stepped up to the nearest higher step of the revised wage scale applicable.

The Basic wage arrived through the above steps will be the Revised Basic wage w.e.f. 1st April, 2014 upto 31st March, 2015.

3.2.2 The Basic Wage from 01-04-2015 will be arrived at as follows :

- (i) Flat Rise: The Basic wage drawn as on 31-03-2015 shall be improved by adding a flat rise of Rs. 300/-.
- (ii) If the aggregate amount arrived at in step (i) is exactly the step in the revised wage scale the revised basic wages shall be fitted at that step with effect from 01-04-2015. But if the aggregate amount arrived at in step (i) is in between two steps of the revised wage scale, then it will be stepped up to the nearest higher step of the revised wage scale applicable.

The Basic wage arrived through the above steps will be the Revised Basic wage w.e.f. 1st April, 2015 upto 31st March, 2016.

3.2.3 The Basic Wage from 01-04-2016, will be arrived at as follows :

- (i) Flat Rise: The Basic wage drawn as on 31-03-2016 shall be improved by adding a flat rise of Rs. 300/-
- (ii) If the aggregate amount arrived at in step (i) is exactly the step in the revised wage scale the revised basic wages shall be fitted at that step with effect from 01-04-2016. But if the aggregate amount arrived at in step (i) is in between two steps of the revised wage scale, then it will be stepped up to the nearest higher step of the revised wage scale applicable.

The Basic wage arrived through the above steps will be the Revised Basic wage w.e.f. 1st April, 2016 upto 31st March, 2017.

3.2.4 The Basic Wage from 01-04-2017 will be arrived at as follows :

- (i) Flat Rise: The Basic wage drawn as on 31-03-2017 shall be improved by adding a flat rise of Rs. 300/-
- (ii) If the aggregate amount arrived at in step (i) is exactly the step in the revised wage scale the revised basic wages shall be fitted at that step with effect from 01-04-2017. But if the aggregate amount arrived at in step (i) is in between two steps of the revised wage scale, then it will be stepped up to the nearest higher step of the revised wage scale applicable.

The Basic wage arrived through the above steps will be the Revised Basic wage w.e.f. 1st April, 2017 upto 31st March, 2018.

3.2.5 The Basic Wage from 01-04-2018 will be arrived at as follows :

- (iii) Flat Rise: The Basic wage drawn as on 31-03-2018 shall be improved by adding a flat rise of Rs. 300/-
- (iv) If the aggregate amount arrived at in step (i) is exactly the step in the revised wage scale the revised basic wages shall be fitted at that step with effect from 01-04-2018. But if the aggregate amount arrived at in step (i) is in between two steps of the revised wage scale, then it will be stepped up to the nearest higher step of the revised wage scale applicable.

The Basic wage arrived through the above steps will be the Revised Basic wage w.e.f. 1st April, 2018 upto 31st March, 2019.

3.3 Rate and Date of Annual Increment in Basic Wages :

- 3.3.1 It is agreed between the parties that all permanent workmen will be eligible for one annual increment in Basic Wages as per the revised scales during the term of this settlement.
- 3.3.2 The anniversary date of drawal of annual increment for all workmen shall be uniform and shall be drawn on 1st April of every year irrespective of their date of promotion/date of joining.
- 3.3.3 All permanent workmen will earn an increment every year and no workman shall stagnate.
- 3.3.4 Date of next increment: The next increment in Basic wage of all those permanent workmen whose Basic wage has been fixed as above under this settlement will be 1st April, 2016.

3.4 Clarifications:

- 3.4.1 The parties agree that the Company shall not recover/adjust the annual increments granted from 1st April, 2014 to the date of signing of settlement that has been already paid to the workmen as part of their wages and/or as retiral benefit amount contributed by the Company and that the Basic wages paid for the said period shall be treated as full and final settlement of Basic wages payable under the earlier applicable settlement.
- 3.4.2 It is further clarified that any unpaid dues of whatsoever nature (except the dues of unpaid Overtime and Statutory Bonus) calculated as a basis of Basic Wages for the period from 01-04-2014 shall be calculated on the basis of Revised Basic Wage as per this Settlement. The dues of unpaid Bonus (any revised statutory Bonus for the financial year 14-15 and statutory bonus for the financial year 15-16) shall be calculated with reference to the earlier actual Basic received by the workmen during the said period. That any overtime paid to the employees for the overtime work performed up to the date of signing of this settlement shall not be recalculated on account of this settlement.

3.5 Fixation of Basic Wage on Promotion :

- 3.5.1 In the case of promotion from lower grade to higher grade the workman will be given one increment as per his existing grade (as per the increment rates mentioned in the table in clause 3.1.2) and then he will be fitted in the next higher grade basic wage scale.

3.6 Recruitment of New Workmen (Junior Trainees):

- 3.6.1 It is agreed and accepted by the parties that any newly recruited workmen, employed on the permanent rolls of the Company, after the date of signing of this Settlement, shall join in the Junior Trainee (JT) grade only and shall be entitled to the following wage structure for the initial service period of three years :

| Component | Rs. per month |
|---|---------------|
| Basic | 330 |
| Fixed Dearness Allowance | 6432 |
| House Rent Allowance | 200 |
| Conveyance Allowance | 150 |
| Medical Allowance | 100 |
| Education Allowance | 75 |
| Washing Allowance | 50 |
| Food Allowance | 50 |
| City Allowance – Year 1 | 175 |
| City Allowance – Year 2 (Rs. 350/- per month) | |
| City Allowance – Year 3 (Rs. 525/- per month) | |
| Total | 7562 |

- 3.6.2 Annual Increment in Basic Wage will be Rs. 25/- per month. The above wage structure will be applicable for a period of three years from the date of joining, after which the workman will be placed in Grade H1, at a fitment to match the starting basic wage applicable to Grade H1 (as mentioned in the table in point 3.1.2), with applicable allowances. The placement of a JT in Grade H1 will be subject to his successfully completing the selection and assessment process/criteria as may be adopted by the company from time to time, including but not limited to interview, written test, aptitude test, technical test etc. The decision of the Management in this regard will be final and binding. Such of the Junior Trainee/s, who fail to clear the selection/assessment process may not be continued in the employment any further and/or suitable decision about his/their continuance etc. may be taken by the management.

- 3.6.3 During the period of three years, it will be ensured that the total wages drawn at any time by the JTs will not fall below the total statutory minimum wages applicable to the

Industry/Zone and the category/class applicable to them at any time. In case of shortfall, the amount equivalent to the shortfall will be added to the Fixed Dearness Allowance to protect the minimum wage level.

3.6.4 During the period of three years, in addition to the above mentioned terms and conditions, the JTs will also be strictly governed by all the other terms and conditions as set out in their appointment letter.

3.6.5 It is agreed and accepted by both the parties that this settlement does not directly or indirectly alter/affect/supersede any terms and condition of employment of the existing JTs who are on the rolls of the Company on the date of signing of this Settlement and who have not yet completed their initial service period of three years and such JTs would continue to be governed by the terms and conditions of their appointment including but not limited to those as set out in their appointment letter. The placement of these JTs in Grade H1 upon completion of their initial 3 years will be subject to their successfully completing the selection and assessment process/criteria as may be adopted by the company from time to time, including but not limited to interview, written test, aptitude test, technical etc. The decision of the Management in this regard will be final and binding. Such of the JTs, who fail to clear the selection/assessment process may not be continued in the employment any further and/or suitable decision about his/their continuance etc. may be taken by the management.

3.7 New Workmen – Direct Recruitment in Some Grades

3.7.1 Notwithstanding the conditions mentioned in clause 3.6 above, the management also reserves the right to recruit workmen in the grades H1, H2, and W0 directly based on the requirements of the business and the skills, qualifications of the workmen and that the union/workmen agrees not to raise any kind of objection or dispute to such recruitment.

3.7.2 New Machines – Notwithstanding the conditions mentioned in clause 3.6 above, the Management's decision to recruit specially trained and experienced workmen directly in the grades H1, H2 and W0 may also arise in order to man the new sophisticated

machines and union/workmen shall not raise any objection to such recruitment. For this purpose, Management may also consider suitability of company's existing operators.

Chapter 4

RECURRING ALLOWANCES

4.1 Dearness Allowance :

4.1.1 It is agreed between the parties to freeze the Variable Dearness Allowance (VDA, which is named as HCLA) payable to the workmen during the operation of the present settlement. Accordingly the VDA which was hitherto being paid on the basis of All India Consumer Price Index (1960=100) notified by the Government of India and neutralized at the rate of 1.70 per point rise/fall as applicable as on 1st April, 2014 shall be frozen and shall be converted as Fixed Dearness Allowance (FDA) with effect from 1st April, 2014 and shall be merged with the existing FDA amount if any.

4.1.2 The Dearness Allowance arrived at as per Clause 4.1.1 above in the case of each workman will be further improved by adding a flat rise of Rs.700/- (Seven Hundred).

4.1.3 The aggregate amount arrived at as per Clause 4.1.2 above would be rounded off to the next multiple of Rupees Ten (Rs.10) only and shall be the revised Fixed Dearness Allowance with effect from 1st April, 2014.

4.1.4 The revised Fixed Dearness Allowance arrived by following the above steps is as follows :

| Grade | Revised FDA w.e.f 1st April, 2014 (in Rs. per month) |
|-------|--|
| H1 | 7,550/- |
| H2 | 7,620/- |
| W0 | 7,820/- |
| W1 | 8,750/- |
| W2 | 8,750/- |
| W3 | 8,750/- |
| W4 | 8,750/- |

4.1.5 The parties agree that the Company shall not recover/adjust the amount of revisions made in VDA from 1st April, 2014 to the date of signing of settlement that has been already paid to the workmen as part of their wages and/or as retiral benefit amount contributed by the Company and that the VDA paid for the said period shall be treated as full and final settlement of VDA payable under the earlier applicable settlement.

4.1.6 It is further clarified that any unpaid dues of whatsoever nature (except the dues of unpaid Overtime and Statutory Bonus) calculated as a basis of FDA and VDA for the period from 01-04-2014 shall be calculated on the basis of Revised FDA as per this Settlement. The dues of unpaid Bonus (any revised statutory Bonus for the financial year 14-15 and statutory bonus for the financial year 15-16) shall be calculated with reference to the earlier actual FDA and VDA received by the workmen during the said period. That any overtime paid to the employees for the overtime work performed up to the date of signing of this settlement shall not be recalculated on account of this settlement.

4.2 House Rent Allowance :

That House Rent Allowance is revised at the following rates :

| Revised House Rent Allowance (in Rs. per month) | | | | | | |
|---|-------|--------|--------|--------|--------|--------|
| Pre-revised HRA (Rs./pm) | Grade | Year-1 | Year-2 | Year-3 | Year-4 | Year-5 |
| 200 | H1 | 705 | 805 | 905 | 1105 | 1305 |
| 220 | H2 | 725 | 825 | 925 | 1125 | 1325 |
| 240 | W0 | 745 | 845 | 945 | 1145 | 1345 |
| 485 | W1 | 990 | 1090 | 1190 | 1390 | 1590 |
| 485 | W2 | 990 | 1090 | 1190 | 1390 | 1590 |
| 510 | W3 | 1015 | 1115 | 1215 | 1415 | 1615 |
| 510 | W4 | 1015 | 1115 | 1215 | 1415 | 1615 |

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

4.3 Conveyance Allowance :

That Conveyance Allowance is revised at the following rates :

| Revised Conveyance Allowance (in Rs. per month) | | | | | | |
|---|-------|--------|--------|--------|--------|--------|
| Prerevised Conveyance All. (Rs./pm) | Grade | Year-1 | Year-2 | Year-3 | Year-4 | Year-5 |
| 150 | H1 | 525 | 620 | 695 | 885 | 1075 |
| 180 | H2 | 555 | 650 | 725 | 915 | 1105 |
| 230 | W0 | 605 | 700 | 775 | 965 | 1155 |
| 350 | W1 | 725 | 820 | 895 | 1085 | 1275 |
| 370 | W2 | 745 | 840 | 915 | 1105 | 1295 |
| 390 | W3 | 765 | 860 | 935 | 1125 | 1315 |
| 410 | W4 | 785 | 880 | 955 | 1145 | 1335 |

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

4.4 Medical Allowance :

That Medical Allowance is revised at the following rates :

4.4.1

| Revised Medical Allowance (in Rs. per month) | | | | | | |
|--|-------|--------|--------|--------|--------|--------|
| Pre-revised Medical All. (Rs./pm) | Grade | Year-1 | Year-2 | Year-3 | Year-4 | Year-5 |
| 100 | H1 | 350 | 440 | 480 | 670 | 860 |
| 125 | H2 | 375 | 465 | 505 | 695 | 885 |
| 150 | W0 | 400 | 490 | 530 | 720 | 910 |
| 205 | W1 | 455 | 545 | 585 | 775 | 965 |
| 230 | W2 | 480 | 570 | 610 | 800 | 990 |
| 255 | W3 | 505 | 595 | 635 | 825 | 1015 |
| 280 | W4 | 530 | 620 | 660 | 850 | 1040 |

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

4.4.2 Those workmen who will go outside the coverage wage limit of ESIS after the date of signing of settlement due to this wage revision, shall be paid an additional amount of Rs.712.50 as Medical Allowance in addition to the Medical Allowance amount as shown above. However it is clarified that as per the ESIS rules an employee who crosses the prescribed ceiling limit in any month at any time after commencement of the contribution period (April-Sep and Oct-Mar) as per ESIS, he/she would continue to be an employee covered under ESIS till the end of that contribution period, and therefore the said amount will be paid only from the month of commencement of subsequent contribution period. Though there is a ceiling limit of wages for coverage of an employee, there is no ceiling limit in the definition of wages for payment of contribution. Hence, ESIS contribution is payable on the total wages without any ceiling limit during such aforesaid period.

4.4.3 In case of the revision in ESIS coverage wage limit, the workmen coming back under purview of ESIS will not be entitled for the Medical Allowance of Rs.712.50 and the same will be withdrawn from the date they come under the purview of ESIS.

4.5 Education Allowance :

That Education Allowance is revised at the following rates :

| Revised Educational Allowance (in Rs. per month) | | | | | | |
|--|-------|--------|--------|--------|--------|--------|
| Pre-revised Education All. | Grade | Year-1 | Year-2 | Year-3 | Year-4 | Year-5 |
| (Rs./pm) | | | | | | |
| 75 | H1 | 265 | 355 | 395 | 585 | 775 |
| 85 | H2 | 275 | 365 | 405 | 595 | 785 |
| 100 | W0 | 290 | 380 | 420 | 610 | 800 |
| 200 | W1 | 390 | 480 | 520 | 710 | 900 |
| 215 | W2 | 405 | 495 | 535 | 725 | 915 |
| 225 | W3 | 415 | 505 | 545 | 735 | 925 |
| 235 | W4 | 425 | 515 | 555 | 745 | 935 |

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

4.6 Washing Allowance :

That Washing Allowance is revised at the following rates :

| Revised Washing Allowance (in Rs. per month) | | | | | | |
|--|-------|--------|--------|--------|--------|--------|
| Pre-revised Washing All. | Grade | Year-1 | Year-2 | Year-3 | Year-4 | Year-5 |
| (Rs./pm) | | | | | | |
| 50 | H1 | 175 | 265 | 297 | 482 | 667 |
| 50 | H2 | 175 | 265 | 297 | 482 | 667 |
| 50 | W0 | 175 | 265 | 297 | 482 | 667 |
| 105 | W1 | 230 | 320 | 352 | 537 | 722 |
| 105 | W2 | 230 | 320 | 352 | 537 | 722 |
| 105 | W3 | 230 | 320 | 352 | 537 | 722 |
| 105 | W4 | 230 | 320 | 352 | 537 | 722 |

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

4.7 Food Allowance :

That Food Allowance is revised at the following rates :

| Revised Food Allowance (in Rs. per month) | | | | | | |
|---|-------|--------|--------|--------|--------|--------|
| Pre-revised Food All. | Grade | Year-1 | Year-2 | Year-3 | Year-4 | Year-5 |
| (Rs./pm) | | | | | | |
| 50 | H1 | 175 | 265 | 265 | 265 | 265 |
| 50 | H2 | 175 | 265 | 265 | 265 | 265 |
| 50 | W0 | 175 | 265 | 265 | 265 | 265 |
| 150 | W1 | 275 | 365 | 365 | 365 | 365 |
| 150 | W2 | 275 | 365 | 365 | 365 | 365 |
| 150 | W3 | 275 | 365 | 365 | 365 | 365 |
| 150 | W4 | 275 | 365 | 365 | 365 | 365 |

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

4.8 Chemical Allowance :

That Chemical Allowance is revised at the following rates :

| Revised Chemical Allowance (in Rs. per month) | | | | | | |
|---|-------|--------|--------|--------|--------|--------|
| Pre-revised Chemical All. | Grade | Year-1 | Year-2 | Year-3 | Year-4 | Year-5 |
| (Rs./pm) | | | | | | |
| 40 | H1 | 145 | 235 | 235 | 235 | 235 |
| 40 | H2 | 145 | 235 | 235 | 235 | 235 |
| 40 | W0 | 145 | 235 | 235 | 235 | 235 |
| 40 | W1 | 145 | 235 | 235 | 235 | 235 |
| 40 | W2 | 145 | 235 | 235 | 235 | 235 |
| 40 | W3 | 145 | 235 | 235 | 235 | 235 |
| 40 | W4 | 145 | 235 | 235 | 235 | 235 |

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

4.9 City Allowance :

That City Allowance is being introduced from the Third year of this settlement (i.e. w.e.f. 01-04-2016) and it will be paid at the following rates:

| Revised City Allowance (in Rs. per month) | | | | | | |
|---|-------|--------|--------|--------|--------|--------|
| Pre-revised City All. | Grade | Year-1 | Year-2 | Year-3 | Year-4 | Year-5 |
| (Rs./pm) | | | | | | |
| NA | H1 | NA | NA | 125 | 250 | 375 |
| NA | H2 | NA | NA | 125 | 250 | 375 |
| NA | W0 | NA | NA | 125 | 250 | 375 |
| NA | W1 | NA | NA | 125 | 250 | 375 |
| NA | W2 | NA | NA | 125 | 250 | 375 |
| NA | W3 | NA | NA | 125 | 250 | 375 |
| NA | W4 | NA | NA | 125 | 250 | 375 |

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

Payment of City Allowance from 1st April, 2019 onwards will be continued in the similar add-up (i.e. +125) till the time of the new wage settlement.

4.10 Computation of Allowances :

That for the purpose of calculating daily rate of Basic Wage, New Fixed Dearness Allowance, House Rent Allowance, Conveyance Allowance, Medical Allowance, Education Allowance, Washing Allowance, Food Allowance, Chemical Allowance and City Allowance, the monthly quantum shall be divided by 30 and shall be paid at the rate so arrived at.

4.11 Leave Travel Allowance :

That Leave Travel Allowance is revised at the following rates :

| Revised Leave Travel Allowance (in Rs. per month) | | | | | | |
|---|-------|--------|--------|--------|--------|--------|
| Pre-revised LTA (Rs./pm) | Grade | Year-1 | Year-2 | Year-3 | Year-4 | Year-5 |
| 756 | H1 | 756 | 756 | 3156 | 3156 | 3156 |
| 756 | H2 | 756 | 765 | 3156 | 3156 | 3156 |
| 756 | W0 | 756 | 756 | 3156 | 3156 | 3156 |
| 1440 | W1 | 1440 | 1440 | 3840 | 3840 | 3840 |
| 1560 | W2 | 1560 | 1560 | 3960 | 3960 | 3960 |
| 1860 | W3 | 1860 | 1860 | 4260 | 4260 | 4260 |
| 2110 | W4 | 2110 | 2110 | 4510 | 4510 | 4510 |

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

LTA Conditions :

- For getting the benefit of LTA a minimum of 3 days Privilege Leave is required to be availed.
- Claim for LTA must be submitted in the prescribed form of the company. The amount of LTA will be paid only after availing of sanctioned Privilege Leave of not less than 3 days (exclusive of Holidays). LTA amount for the financial year can be claimed only once during the said financial year.
- LTA could be availed in the same year or it can be accumulated for maximum of one more year.
- LTA is exempted (only for domestic travel) twice in a block of 4 calendar years as per the income tax provisions. There are predetermined blocks of 4 calendar years as prescribed in the income tax act.
- The date of admissibility of leave is considered for admissibility in the particular block of the calendar years.
- It will be the responsibility of the workmen to satisfy the taxation authorities if they are

directed to show that the amount drawn has been actually expensed on leave travel.

4.12 Indirect Benefits :

- The entitlement of all allowances (including Basic & Dearness Allowance) shall be based on attendance.
- When the employee is on leave without pay, he will not be entitled to any allowances whatsoever for the entire period of such leave.
- Leave without pay shall not be counted as "service" for the purpose of calculation of any benefit (including statutory benefit) such as gratuity etc. or for the purpose of any benefit as per company's scheme etc. which is linked to completed years of service.
- That except for Dearness Allowance, none of the allowances as contained in Chapter 4 of this settlement shall be reckoned for the purpose of any indirect benefits such as Provident Fund, Gratuity, or any other indirect/incidental payments.

4.13 Contingent Allowances & Other Benefits:

- Shift Allowance & 3rd Shift Food Allowance: That with effect from the date of signing of this Settlement, the existing rates of Shift Allowance applicable to 2nd and 3rd shift are revised w.e.f. 1st April, 2016, whereas the 3rd shift food allowance will remain unchanged, which are reproduced as follows :

- 2nd Shift, Shift Allowance :

| Existing | Revised – w.e.f. 1st April, 2016 |
|---|---|
| Rs. 7.50 per shift worked (for full day attendance) | Rs. 15/- per shift worked (for full day attendance). This amount will be disbursed monthly along with the wages. |

- 3rd Shift, Shift Allowance :

| Existing | Revised – w.e.f. 1st April, 2016 |
|---|---|
| Rs. 10 per shift day worked (for full attendance) | Rs. 20/- per shift worked (for full day attendance). This amount will be disbursed monthly along with the wages. |

- 3rd Shift, Food Allowance: Rs. 60/- per shift worked (for full day attendance) which is the existing

practice will continue. This amount will be disbursed monthly along with the wages.

4.13.2 Uniforms :

All permanent workmen will be issued 2 sets of uniforms (cotton) once in two years, in normal areas. In case of coating and mixing sections where uniform gets soiled, one more set may be issued. Workmen shall be obliged to wear the uniform provided to them. Uniforms will be issued in the month of Feb.

4.13.3 Safety Shoes, Socks and Napkins :

All permanent workmen will be issued 1 pair of safety shoes once in two years, 2 pairs of socks every year and 1 pair of Napkin every year, in normal areas. Workmen shall be obliged to wear the safety shoes and socks provided to them in the interest of their own safety.

4.13.4 Loans :

The company will grant loans to permanent employees as per its policy for which the qualifying service for consideration of an application will be 5 years service excluding training period and the amount of loan will be equivalent to accrued gratuity payment. The rate of interest shall be 7% p.a. The purpose for which loan can be availed are – purchase of vehicle, furniture, house repairs and urgent medical expenses.

4.13.5 Statutory Bonus (under the Payment of Bonus Act, 1965) :

All permanent workmen shall be paid Statutory Bonus as per the provisions of the Payment of Bonus Act, 1965. However, the present practice of paying Bonus @20% will be continued. Depending on the company's financial position the management may disburse bonus at the time of Ganesh Chaturthi.

4.13.6 Maternity Benefit (For permanent [Women] Workmen) :

Those permanent workmen (women) who are covered under ESIS shall be eligible for maternity benefit as per the provisions and conditions stipulated under Employees' State Insurance Act, 1948. Whereas, those permanent workmen (women) who go out of the coverable limit of ESIS on account of their wages exceeding the amount specified in the Employees' State Insurance Act shall be entitled to the benefits as per the Maternity Benefit Act, 1961 provided they comply with the eligibility criteria as mentioned in the Maternity Benefit Act, 1961.

Chapter 5

LEAVES AND HOLIDAYS

5.1 Privilege Leave :

That the existing Scheme of Privilege Leave applicable to the permanent workmen will remain in force during the period of this Settlement which is reproduced below.

5.1.1 Privilege Leave with wages will be continued to be governed by the provisions of the Factories Act, 1948.

5.1.2 All workmen will be entitled to privilege leave in a year as per the provisions of the Factories Act, 1948.

5.1.3 Sanctioning of privilege leave shall depend on the exigencies of the establishment and the discretion of the Officer in-charge of the department where the workmen is employed.

5.1.4 A workman who desires to obtain leave of absence shall apply in writing to the Manager or any officer appointed for the purpose by the Manager. Such application for leave shall be made at least 15 days before the date from which leave is to commence, except in urgent cases or unforeseen circumstances when it is not possible to do so. In such cases, the workman should send an intimation to the Manager on the first day of his absence explaining the reason of such sudden absence. The Manager or any officer employed in this behalf shall issue order on such application and in cases of an urgent nature immediately. If the leave asked for is granted a leave pass showing the date from which the workman will have to resume duty shall be issued to the workman. Where leave is refused or postponed the cause of such refusal or postponement and the reason therefore shall be recorded in writing in a register to be maintained for the purpose and if the workman so desires a copy of such entry in the register shall be supplied to him.

5.1.5 The leave calculation will be in full working days i.e. leave available above half day will be rounded-off to full day and the leave below half will be ignored.

5.1.6 The privilege leave can be accumulated for a period of 90 days. Leave balance above 90 days will be forfeited.

5.1.7 The benefit of Privilege Leave Encashment during service period is not applicable. The workman will be entitled to encash his PL accumulated to his credit at the time of leaving the services of the company.

5.1.8 As a very special case and without setting any precedent for the future, it has been mutually agreed between the parties, that those permanent workmen who have accumulated privilege leave in excess of 90 days as on date of signing of this settlement, the number of leaves in excess of 90 days shall be kept in abeyance and credited to the workman's PL account as and when the accumulation of his privilege leaves falls below 90.

5.2 Casual Leave :

That the existing Scheme of Casual Leave applicable to the permanent workmen will remain in force during the period of this Settlement which is reproduced below.

5.2.1 All the permanent workmen shall be entitled for casual leave at the rate of 9 days in a year.

5.2.2 The casual leave can be accumulated for a period of 2 years.

5.2.3 Casual leave cannot be taken for more than 3 days at a time.

5.2.4 Weekly offs/Holidays will be considered as casual leave if it is prefixed and suffixed to weekly offs/holidays.

5.3 Sick Leave :

With effect from 1st April, 2016, the benefit of Sick Leave will be provided to all permanent workmen as per the following terms and conditions.

5.3.1 That the permanent workmen covered under the Employees' State Insurance Act, 1948 and its Scheme (ESIS) rules, shall be granted 3 days Sick Leave in a calendar year on full wages.

5.3.2 That the permanent workmen who are not covered under the Employees' State Insurance Act, 1948 and its Scheme (ESIS) rules, and also those who will cease to be covered in future, shall be granted 6 days Sick Leave in a calendar year on full wages.

5.3.3 That the Sick Leave for more than 1 day, shall be granted only on production of a medical certificate from a panel doctor in case of the permanent workmen covered under the ESI Act and on production of a medical certificate from a registered medical practitioner in case of the permanent workmen not covered under the ESI Act.

5.3.4 That the Sick Leave shall be allowed to be accumulated upto 20 days in case of

workmen not covered under the ESI Act and 16 days in case of workmen covered under the ESI Act.

5.3.5 That the Sick Leave in excess of the accumulation limit, if any, shall lapse, on 1st January of the subsequent year.

5.3.6 That intervening holidays shall be treated as part of Sick Leave.

5.3.7 That Sick Leave shall not be allowed to be encashed.

5.4 Paid Holidays :

The existing practice of granting 9 (nine) National/Festival Holidays will continue as at present.

Chapter 6

OTHER MATTERS

6.1 Shift Timings :

6.1.1 With immediate effect the shift timings will be as under:

| Shift | Timings | Breaks** | Net Time Available to Work |
|---------------|-------------------------|--|----------------------------|
| General Shift | 8.30 a.m to 5.00 p.m. | (2 Tea breaks min each & 1 lunch break 30 min) 50 min | 460 minutes. |
| First Shift | 8.15 a.m to 4.30 p.m. | (2 Tea breaks min each & 1 lunch break 30 min) 50 min | 445 minutes. |
| Second Shift | 4.15 p.m. to 12.30 a.m. | (2 Tea breaks min each & 1 dinner break 30 min) 50 min | 445 minutes. |
| Third Shift | 12.15 a.m to 8.30 a.m. | (2 Tea breaks min each & 1 snacks break 30 min) 50 min | 445 minutes. |

** Breaks mentioned above may be given on staggered basis for administrative and continuous process reasons.

6.1.2 Shift in Printing Section: The management reserves the right to start 2nd and 3rd shift in Label department by giving 21 days of notice of change as and when required.

6.2 Punctuality :

6.2.1 That the workmen will be at their working place and will start work immediately

on commencement of the shift and immediately after lunch break/rest interval which has been notified.

- 6.2.2 That the workmen shall remain at their workplace and stop work only after the signal for lunch break/rest interval has been given and will not stop working till the shift time is signaled as over.

6.3 Late Coming :

It is expected that all workmen will report for duty on time. However, late coming upto 10 minutes for maximum 3 occasions in a month may be allowed. If any workman exceeds 3 late comings in a month then he will be warned and if necessary strict disciplinary actions shall be taken and deductions in wages will be made.

6.4 Working Days :

The permanent workmen at the unit will continue to work six days a week from Monday to Saturday and Sunday will be the weekly-off day.

6.5 Compensatory Working :

- 6.5.1 It is agreed that if on any particular day any industrial disturbance in the Industrial Estate or surrounding areas is anticipated, in the interest of safety and to avoid inconvenience to employees that day will be treated as holiday and compensated by working on any Sunday/holiday as mutually agreed and no overtime or extra wages or compensatory off will be given for such working.

- 6.5.2 It is agreed that workmen may be occasionally required to work on Sunday (which is designated weekly off day at present), in particular to handle exceptional workloads and they will be compensated by giving a substitute paid compensatory off within next 3 days of such working. However no overtime or extra wages whatsoever will be paid for such working.

6.6 Flexibility & Mobility :

- 6.6.1 That the permanent workmen shall be mobile/flexible within the division in all the areas of operations and services as and when required, without any additional remuneration.
- 6.6.2 That the permanent workmen shall be mobile/flexible within or between the Divisions/Units/Work sections/

Departments areas in the following circumstances.

- i) Discontinuation of certain activities/operations.
- ii) Fluctuations in product demands/product mix.
- iii) Non availability/shortage of raw material, components sub-assemblies.
- iv) Absenteeism.
- v) Breakdown in Machinery.
- vi) Power Failure.
- vii) Any other reason beyond the control of management, such as natural calamity, flood, fire, obsolesce of technology, earthquake, recession etc.

In case workmen do not have knowledge of the job required to be done on flexibility/mobility, the required training will be given by the Management. The focus will be on avoiding loss of production in any area of operations.

6.7 On the Job Training :

The management aims to continuously upgrade the skill set of its workmen by providing them with opportunities such as multi skilling, job rotations etc. The union shall support the management in such endeavors through initiatives such as educating the workmen about production targets, process and workflow bottlenecks and shall also develop means to eliminate or mitigate any issues that hinder the achievement of such targets.

In this context, where any workman has to be assigned to a new process, operation, machine or other work he shall be provided training for a duration of 7 days. During such period the workmen are expected to diligently learn the process, machine, operation or such other work as per the required and specified standards of productivity, quality and safety. In case of any absence the duration of the training period shall be adjusted accordingly.

However, after the completion of such training the workmen will be expected to maintain the required norms of CGPS and such other standards as may be specified by the company. Any further requests for formal training shall not be made by the workmen nor will they be entertained by the company but requisite guidance will be continued to be provided by the supervisor.

6.8 Absenteeism :

It is agreed by and between both the parties that they shall strictly avoid unauthorized absenteeism or leave without pay, to maintain

discipline in the organisation. Habitual absence or unauthorized absence without justified and satisfactory reasons shall attract disciplinary action.

6.9 Housekeeping :

- 6.9.1 That the workmen shall always keep their work place and surroundings clean and neat.
- 6.9.2 That if required, workmen will actively help in keeping the working premises and the area around the working premises clean and tidy.
- 6.9.3 Observe total prohibition of smoking, chewing of tobacco, gutka etc. & spitting on shop floor, in toilets, washing places, canteen etc.
- 6.9.4 Take care of all tools, hand tools, measuring instruments & protect it from misuse, manhandling, damages, loss, misplacement etc.
- 6.9.5 In the extreme case if it is found that a concerned workman is negligent & careless, company may recover the cost of such items appropriately.
- 6.9.6 That the workmen shall clean the workplace, machines, instruments etc. at the shift end without fail.

6.10 Multi – Machine Operations :

That the workmen shall operate more than one machine based on the cycle time as defined under CGPS. However the total work content will not exceed 445 minutes and hence no multi-machine allowance will be paid for operating more than one machine.

6.11 Mobile Phones – Restricted on Shop floor:

Use of Mobile phones on the shop floor is restricted in view of safety and discipline requirements.

The workmen shall be required to deposit all electronic items including but not limited to mobile phones, tablets, smart devices etc. at the time of entering the factory before the commencement of their shift.

6.12 Continuous Process :

Machines like Coating, Label Leader, Doming, Talyo etc. are required to be run/operated continuously. As such workmen working on these machines will ensure that machines are not stopped for any lunch/dinner breaks and workmen will have their lunch/dinner in staggered manner. This is done in order to avoid unnecessary wastage of material/fuel/electricity. Similarly, where machines are

manned by one workman such workman will remain at his post until his scheduled reliever etc. arrives to take over or the management is able to make other arrangement.

6.13 Productivity and Discipline :

In order to achieve higher Production and Productivity both the parties i.e. the Management and Union Representatives agree to work together to ensure the following :

- 6.13.1 Jointly promote industrial peace and harmony.
- 6.13.2 Introduction of better work practices, work discipline and work culture.
- 6.13.3 Adhere to quality objectives and standards fixed for achieving total quality.
- 6.13.4 Optimum utilization of all resources including manpower resources.
- 6.13.5 Efficient handling of raw materials.
- 6.13.6 Reduction of waste. Each section/department will mutually identify areas of wasteful practices and expenditure, reducing costs such as waste management, less scrap generation etc.
- 6.13.7 Optimize capacity utilization of shop floor machines and plants by resolving all disputes by mutual dialogues.
- 6.13.8 Removing unauthorized absenteeism and indiscipline at work places.
- 6.13.9 Encourage innovative work practices, redeployment of workmen, multi skilled development and job rotation.
- 6.13.10 Inculcate consciousness for improving the quality of work, product and service.
- 6.13.11 Both Management and Union are committed to create a healthy and safe working environment.

The Union/Workmen also agree:

- 6.13.12 Not to resort to line stop or go slow or any other industrial action on the shop floor, for any reason whatsoever.
- 6.13.13 To make full use of productive working time. There shall be no idling, loitering after commencement of shifts, during working hours, before and after breaks and there shall be no early shut down.
- 6.13.14 Not to resort to any form of direct industrial action on the shop floor/office including 'gherao' of Management staff for any reason whatsoever.

6.13.15 To maintain strict discipline and co-operate with the Management in implementing the provisions of the Company's Certified Standing Orders.

6.13.16 All the issues between the parties will be sorted out through discussions. In the event of parties not coming to a common understanding, parties will follow only constitutional/legal means.

6.14 Adherence to Standing Orders:

The existing certified Standing Order No. CL/2/S.O/7/92/9394 issued by the Dy. Labour Commissioner and certifying officer vide Order No. CL/2/S.O/7/92 dated 4-12-1992 will continue to be followed. However, the Union/workmen agree that they shall accept and give consent to any modification to the certified standing orders as proposed by the company in future and which will be mutually discussed between the management and union/workmen representatives. Further the union/workmen shall extend their support and co-ordination at every stage of the modification process, and getting the modified standing orders certified.

6.15 Promotion :

It is agreed by both the parties as follows:

6.15.1 Promotions in the workmen category will be strictly vacancy based and it is not necessary that the promotion process will take place every year, it will be at the discretion of the Management.

6.15.2 Promotion from one grade to another grade will be based on seniority and merit.

6.15.3 The following aspects shall be taken into consideration for determination of merit :

- A) Actual output as per CGPS norms in the existing Grade.
- B) Ability to give out-put as per CGPS norms in the next Grade.
- C) Flex-ibility and Mobility.
- D) Qualification suitable for the job.
- E) Length of service/experience in the grade.
- F) Dependability.

The following points may also be considered along with above.

- (i) Behavior and conduct during the eligibility period.
- (ii) Any advice/written communication issued to him during eligibility period.

(iii) Any disciplinary action against him during eligibility period.

6.15.4 Seniority Criteria – Those workmen who have completed 5 (Five) years in the current grade will be eligible to undergo the assessment process for promotion to the next higher grade.

6.15.5 The cut-off for consideration of 5 (Five) years period shall be 1st April. Hence the promotion shall be limited to only one batch per year, i.e. in the month of April.

6.15.6 The assessment process may include oral/written exams, trade/practical tests and interviews etc.

6.15.7 The Management reserves the right to revoke/alter above criterias or implement altogether fresh set of grade-to-grade specifications at the time of the actual promotion process and Union/Workmen will have no say in the same.

6.16 Retirement Age :

It is agreed by and between the parties that the age of retirement of permanent workmen shall be at 58 years. For this purpose, the date of birth as recorded with the company on the basis of their declaration in the employment application form shall be treated as authentic. Any change on this account in future, shall not be accepted.

Chapter 7

CROMPTON GREAVES PRODUCTION SYSTEM (CGPS)

7.1 That all the permanent workmen will work based on Pre-determined Motion Time Study (PMTS), cycle time, whether they are working individually or in groups or cells and give commensurate daily work content of 445 minutes per workman, in each operation, as contemplated by CGPS norms which are attached as Annexure.

7.2 That any improvement in process, modification in machines, layout changes and automation will necessitate changes in cycle time and/or work content and the same will be implemented immediately by revising measurements based on PMTS within 6 days. The management will also involve union/workmen representatives in such study/restudy and revisions.

7.3 Whilst arriving at the CGPS work content/norms to be performed by an individual/group/cells, the below mentioned procedure will be followed:

- (i) Validation of the elements/process,
- (ii) If necessary, re-validation considering the observations of the workmen working in that area,
- (iii) In exceptional cases only, further re-validation by a third party/outsider
- (iv) In very special cases if found necessary, sample demonstration for cycle time as per CGPS.

7.4 To maintain and improve the competitiveness of the Company on a continued basis, it is agreed that the work content or the norms arrived as per the clause no 7.1 and 7.2 will be maintained at 133% of the work content/CGPS norms and the workmen will strive to achieve higher levels of productivity in order to improve the profitability of the company. Any problems that will come during the implementation, will be sorted out through discussions without losing the focus of meeting the targets. Whilst implementing the improved norms, due consideration will be given to process/machine constraints.

7.5 That it is agreed that the production output shall all the times be in line with the improved work content and will not be reduced for any reason other than:

- Problems in Machinery.
- Non-availability of material.
- Inadequate manpower.
- Any other reason not attributed to the workmen.

7.6 That the achievements of CGPS and improved work content or norms on a continuous basis as decided as per Clause 7.1, 7.2 or 7.4 above will be the basis for the workmen's entitlement of wages. In the event of workmen failing to give output as per CGPS or improved norms as mentioned above, the Management shall deduct their wages and shall also be entitled to take such other actions as per the provisions of the Standing Orders applicable to them. Management will provide all information/data necessary for implementation.

7.7 That it is agreed that due to continuous changes in economic environment, some of the activities /operations in Departments may become uneconomical, and may require modifications/ /alterations/discontinuations/out-sourcing. Such decisions as necessary for business will be the Management prerogative.

7.8 That it is agreed by the parties that the workmen will put in their best efforts to eliminate wasteful practices, conserve material and improve quality

and workmanship, which will result in cost reduction and avoidance of waste or scrap. Also they will keep records of day-to-day work being done by them, by entering into the register/any other automated/electronic provision made by the Management for the purpose.

7.9 All workmen shall continue to co-operate from time to time for the implementation of new/ revised CGPS norms.

Chapter 8

GENERAL

8.1 It is agreed between the parties that the management shall deduct following two amounts from the amount paid to the workers who are the beneficiaries of this settlement :-

- (i) An amount of Rs. 8000/- (Eight Thousand only) towards the lumpsum amount for 4 CODs settlement (i.e. Charters of Demands dated 21-03-2002, 22-02-2005, 31-03-2008, 29-03-2011 which are pending in reference before Industrial Tribunal on the date of signing of settlement) from the second installment of the lumpsum amount and shall pay the same either by Demand Draft or Cheque in favour of CG-PPI Kundaime Employees Union" within fifteen days i.e. by 15-08-2016.
- (ii) And further, an amount of Rs. 8,000/- (Eight Thousand only) from the arrears accrued from the present settlement effective from 01-04-2014, and shall pay the same either by Demand Draft or Cheque in favour of CG-PPI Kundaime Employees Union" within fifteen days i.e. by 22-04-2016.

Further, it is also agreed between the parties, that the Management shall deduct an amount of Rs.100/- (One Hundred only) from the April, August and December wages, every year, towards the union annual fees for all the permanent workers who are the members of CG-PPI Kundaime Employees Union as on 1st April, 1st August and 1st December of that year, and the same shall be paid to the union either by Demand Draft or Cheque in favour of CG-PPI Kundaime Employees Union".

8.2 The parties agree, that on signing this new settlement (composite settlement) all the issues pertaining to all the Union CODs from 2002 onwards (i.e. Charters of Demands dated 21-03-2002, 22-02-2005, 31-03-2008, 29-03-2011 and 16-04-2014) and related (including the dispute of 8 days wages deducted in the year 2007 from

March-07) stand resolved amicably and Union/ Workmen shall not have any claim or right to agitate the matters or issues raised in their charters before any Court, Tribunal or other judicial or quasi-judicial forum/authority. This settlement is to be viewed and taken as a package deal in full and final settlement of all the demands contained in the said CODs and also subsequently raised by the Union and the Workmen/union/company will have no right to accept one part and reject the other. The Union/ Workmen have also agreed that they give their consent to withdraw the special civil suit (No. 2/2015/A) related to the aforesaid deduction of 8 days wages which is pending before Civil Judge, Senior Division, Ponda, Goa, and the union/workmen will provide all the necessary support to the Management for withdrawal of this suit as well as any other civil/ labour/any other legal suit or industrial dispute under any labour law act pending in any court or before any judicial, government/ labour authority.

8.3 The Union/Workmen agree that all other demands raised in the Union CODs from 2002 onwards which are not specifically dealt herein and to the extent not agreed either fully or partly in this settlement are deemed to have been discussed and dropped. During the tenure of this settlement it is agreed by Union/Workmen that they will not raise any demands or raise any issues/industrial disputes either individually or collectively in respect of any matters covered under the settlement or any demand or request which will have any financial implication or otherwise on the Company either directly or indirectly.

8.4 All the permanent workmen will perform incidental work related to their jobs/activities. Workmen will help each other whenever required and no work will stop/get delayed for want of helpers.

8.5 All the permanent workmen, as part of their regular activities, will do Quality Assurance checks and maintain record of such checks.

8.6 Whenever the Company will introduce practices such as Statistical Process Control, Total Productive Maintenance, or relating to Productivity, Quality, Information Technology, Safety and Business Excellence drives as

initiated by Management from time to time etc., concerned workmen will maintain the necessary records to make the system successful.

8.7 All payments arising out of this Settlement shall be covered by the applicable provisions of the Income Tax Act and the Rules framed there under, and responsibility of producing the required proof wherever necessary will be that of concerned workman.

8.8 Joint Application : Both the parties have agreed to file Joint Applications along with a copy of this Settlement before the Industrial Tribunal in the 4 pending references (i.e. Ref. No. IT-23/05, Ref. No. IT-11/08, Ref. No. IT-49/12 and Ref. No. IT-58/12) related to the aforesaid Charters of Demands bringing to the notice of the Hon'ble Tribunal the signing of the present settlement which covers the dispute in the aforesaid pending references with an appeal to dispose of these pending references by passing Award/Awards in terms of the present settlement. The joint applications shall be filed at the earliest from the date of signing of this settlement and in any case on or before the next date of court proceedings in the matter. Notwithstanding the above, the parties agree that the subject matter of dispute in the aforesaid pending references have been settled fully, finally and irrevocably.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands to the original and copies of this Memorandum of Settlement, on this 18th day of February, 2016 at Goa, in presence of the Assistant Labour Commissioner & Conciliation Officer, Ponda, Government of Goa, and also in the presence of the Witnesses.

7. The above settlement terms are signed by the Party I workmen, Shri Gervacio Gracias (President, CG-PPI Kundaim Employees Union), Shri Pandurang Gaude (Vice President, CG-PPI Kundaim Employees Union), Ghanshyam Gaude (General Secretary, CG-PPI Kundaim Employees Union), and Shri Yeshwant Naik (Treasurer, CG-PPI Kundaim Employees Union) represented by advocate Shri. Shirodkar so also by Party II employer, Shri Murlidhar N. Nikam (Chief Executive Officer) Shri Shanshiranjan Kumar (Head- HR- India & SEAP Crompton Greaves Ltd.) Shri Sadanand M. Fadte (Finance Head CG-PPI Adhesive Products Limited) and Mangesh Valve (ACM- Human Resources

Crompton Greaves Ltd.) and their advocate Shri P. J. Kamat in the presence of Shri. V. Pai Bhatikar, Assistant Labour Commissioner & Conciliation Officer, Ponda-Goa dated 18-02-2016.

8. I have gone through the records of the case and the settlement terms filed as above. I am convinced that the above settlement terms are in the interest of Party I workmen, and the Management and hence the same are accepted. In view of above, I pass the following:

ORDER

1. The reference at the instance of Party I workmen stands disposed of in view of above settlement terms filed by the Party I Union and Party II.
2. No order as to costs.
3. Inform the Government accordingly.

Sd/-
Vincent D'Silva,
Presiding Officer
Industrial Tribunal-cum-
-Labour Court, Panaji.

Corrigendum

No. 28/18/2015-Lab/774

Read: Government Order No. 28/18/2015-Lab/616 dated 18-06-2015, published in the Official Gazette, Series II No. 15 dated 09-07-2015.

In the Government Order cited above in the address at Sr. No. 5, the words "Goa Municipal Employees Association, 328-01, Municipal Quarters, St. Inez, Panaji-Goa 403 001", shall be substituted to read as "Gomantak Mazdoor Sangh, G-5, Macedo Apartment, Tisk, Ponda-Goa 403 401.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Labour).
Porvorim, 14th August, 2015.

Department of Law & Judiciary

Law (Establishment) Division

Notification

No. 1/13/2014/LD(Estt.)/1183

The Governor of Goa is hereby pleased to accept the resignation tendered by Shri Atmaram N. S. Nadkarni as Advocate General for the State of Goa, with immediate effect.

By order and in the name of the Governor of Goa.

Manuel P. Barreto, Under Secretary (Law-Estt.).
Porvorim, 28th June, 2016.

Notification by the High Court of Judicature

Appellate Side, Bombay

No. A. 1201/G/2016/2308

The High Court has been pleased to make the ranking of the following Judicial Officer in the order as shown herein below:

| Sr. No. | Name & present posting | New posting |
|---------|---|-------------------------|
| 1. | Ms. Kshama M. Joshi | Ad hoc District Judge-2 |
| | Ad hoc District Judge-1 | and Assistant Sessions |
| | and Assistant Sessions Judge, Margao vice Judge, Margao | Ms. Sayonara Laad. |

High Court, Bombay. Sd/-
Dated: 6th June, 2016. Mangesh S. Patil,
Registrar General.

No. A. 3902/G/2016/2490

The High Court has been pleased to direct that the following Civil Judges, Junior Division appointed in the cadre of Civil Judges, Senior Division on ad hoc basis are brought in the regular cadre of Senior Civil Judges:-

| Sr. No. | Name of the Judicial Officers | Present posting |
|---------|-------------------------------|---|
| 1. | Ms. Durga V. Madkaikar | Civil Judge, S.D. & JMFC, Vasco-da-Gama, Margao. |
| 2. | Ms. Kalpana V. Gavas | Civil Judge, S.D. & CJM, Margao. |
| 3. | Shri Devidas M. Kerkar | Civil Judge, S.D. & JMFC, Vasco-da-Gama, Margao. |
| 4. | Shri Cholu M. Gauns | Civil Judge, S.D. & JMFC, Bicholim, Panaji. |
| 5. | Ms. Shaikh Shabnam | Secretary, Goa District Legal Services Authority at Panaji. |
| 6. | Dvijple @ Dvija V. Patkar | Civil Judge, S.D. & JMFC, Mapusa, Panaji. |

High Court, Bombay. Sd/-
Dated: 17th June, 2016. Mangesh S. Patil,
Registrar General.

Department of Personnel

Order

No. 7/13/2014-PER/2006

The Governor of Goa is pleased to transfer and post Shri E. Venkat Reddy, IFS (AGMUT:2000), Conservator of Forests/OSD to Goa Forest

Development Corporation Ltd. as Conservator of Forests (Wildlife & Eco-Tourism) with immediate effect and until further orders.

By order and in the name of the Governor of Goa.

Meghana V. Shetgaonkar, Under Secretary (Personnel-I).

Porvorim, 21st June, 2016.

Addendum

No. 6/4/2007-PER (Part I)/2031

Read: 1) Order No. 6/4/2007-PER (Part I) dated 03-11-2010.

2) Order No. 6/4/2007-PER (Part I) dated 01-06-2016.

The following line shall be added to the order at page 2, second last para of order read at preamble (2):

The promotion from Senior Scale to Junior Administrative Grade of Goa Civil Service, on regular basis, as per review DPC of 28-10-2010 shall be effective from 03-11-2010.

The other contents remain unchanged.

By order and in the name of the Governor of Goa.

Meghana Shetgaonkar, Under Secretary (Personnel-I)

Porvorim, 16th June, 2016.

Department of Public Health

Order

No. 38/165/2009-I/PHD/980

Government is pleased to recognize "SMRC's V. M. Salgaonkar Hospital, Chicalim-Goa" for the treatment of Cochlear Implant Surgery for the purpose of Mediclaim under Goa Mediclaim Scheme and for medical reimbursement of Government Employees, Freedom Fighter, MLAs under the Medical Attendance Rules, 1994.

This issues with the concurrence of Finance (Exp) Department vide their U. O. No. 1482556 dated 04-06-2016.

By order and in the name of the Governor of Goa.

Maria Seomara Desousa, Under Secretary (Health-II).

Porvorim, 9th June, 2016.

Order

No. 4/14/2003-II/PHD/PHD/Vol. VIII/817

On the recommendation of Goa Public Service Commission conveyed vide their letter No. COM/II/12/30(5)/2009/71 dated 19-05-2016, the Government is pleased to declare satisfactorily completion of probation period as well as confirmation of Dr. Shreya Pirankar, Assistant Lecturer, Department of Preventive and Social Medicine, Goa Medical College as having satisfactorily completed her probation period of two years from 06-09-2013 to 05-09-2015 and to confirm her in the post of Assistant Lecturer, Department of Preventive and Social Medicine in Goa Medical College, Bambolim, with effect from the date of her completion of probation period.

By order and in the name of the Governor of Goa.

Sangeeta M. Porob, Under Secretary (Health).

Porvorim, 17th June, 2016.

Order

No. 47/4/2011-I/PHD/Part/1061

Government is pleased to reconstitute the Committee for District Level Vigilance & Monitoring Committee for South Goa for monitoring the progress of implementation of National Health Mission (NHM) as directed by the Ministry of Health & Family Welfare, Government of India, New Delhi. The committee shall comprise of the following members:

| | |
|--|-----------|
| 1. M. P. of South Goa | Chairman. |
| 2. MLA, Cortalim | Member. |
| 3. MLA, Margao | -do- |
| 4. MLA, Vasco da Gama | -do- |
| 5. MLA, Velim | -do- |
| 6. MLA, Cuncolim | -do- |
| 7. MLA, Benaulim | -do- |
| 8. MLA, Loutulim | -do- |
| 9. MLA, Navelim | -do- |
| 10. MLA, Curtorim | -do- |
| 11. MLA, Sanvordem | -do- |
| 12. MLA, Quepem | -do- |
| 13. MLA, Fatorda | -do- |
| 14. MLA, Shiroda | -do- |
| 15. MLA, Mormugao | -do- |
| 16. MLA, Poinguinim | -do- |
| 17. MLA, Curchorem | -do- |
| 18. MLA, Sanguem | -do- |
| 19. MLA, Canacona | -do- |
| 20. Chairperson Zilla Panchayat, South Goa | -do- |

- | | | |
|--|-------------------|---|
| 21. Chairperson of Panchayat Samitis (Block Pramukh) | -do- | 4. A minimum of one third of the members of the committee should be present to form the quorum. However, no act or proceedings of the DLVMC shall be invalid merely by reason of any vacancy in the DLVMC. |
| 22. Director of Health Services | -do- | 5. Necessary arrangements for quarterly field visit of the committee members will be made by the State Health Society. |
| 23. Director of Women & Child Development | -do- | 6. Every financial year, the first meeting of the DLVMC should be held during the first quarter i.e. between April to June. |
| 24. Chief Engineer, Water Supply & Sanitation | -do- | 7. At the end of every quarter, the State Government Administration will provide the details status reports of the meetings of the DLVMC held, after compiling the requisite information received from the districts. The information is to be furnished as per the Annexure. |
| 25. Director of Education | -do- | 8. Proceedings of meetings shall be out in public domain on the State website of NHM. The quarterly report should be furnished to State Government and Government of India. |
| 26. Director of Panchayats | -do- | |
| 27. Director of Social Welfare | -do- | |
| 28. Chief Engineer, PWD (Public Health Engineering) | -do- | |
| 29. Project Director-DRDA | -do- | |
| 30. District Magistrate, South Goa | Member Secretary. | |

The Terms of Reference shall be as follows:-

1. To review the progress of implementation of the annual District Health Action Plan under NHM and provide guidance on quarterly basis.
2. To review the release of funds by Centre and State, utilization thereof and adherence to prudent fiscal norms.
3. To undertake regular visits to the health facilities in rural/urban/city areas and ensure the availability of human resource at various level.
4. To ensure that National Health Programmes are being optimally implemented.
5. To ensure constructive engagement and participation of all concerned departments in the District for multi-sectoral intervention.
6. To review and ensure that effective inter- sectoral convergence and robust community monitoring and participation is in place.
7. To recommend corrective measures to ensure that the programme objectives are achieved and services delivered in an effective as well as efficient manner.
8. To consider complaints, if any, with regards to implementation of NHM in the district for appropriate action.
9. To put in place effective oversight mechanisms.

General Guidelines:

1. Meetings of the DLVMC at each level to be held at least once in every quarter after giving sufficient notice to the Hon'ble MPs/MLA and all other members.
2. Member Secretary shall convene the meeting on the direction of the Chairman.
3. The State administration may incur expenditure on holding the quarterly meetings of DLVMC at district out of the funds provided under management costs.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 21st June, 2016.

Order

No. 47/4/2011-I/PHD/Part/1064

Government is pleased to reconstitute the Committee for District Level Vigilance & Monitoring Committee for North Goa for monitoring the progress of implementation of National Health Mission (NHM) as directed by the Ministry of Health & Family Welfare, Government of India, New Delhi. The committee shall comprise of the following members:

- | | |
|--------------------|-----------|
| 1. M. P. North Goa | Chairman. |
| 2. MLA, Poriem | Member. |
| 3. MLA, Ponda | -do- |
| 4. MLA, Dargalim | -do- |
| 5. MLA, Valpoi | -do- |
| 6. MLA, Marcaim | -do- |
| 7. MLA, Taleigao | -do- |
| 8. MLA, Tivim | -do- |
| 9. MLA, St. Andre | -do- |
| 10. MLA, Panaji | -do- |
| 11. MLA, Calangute | -do- |
| 12. MLA, Mayem | -do- |
| 13. MLA, Siolim | -do- |
| 14. MLA, Aldona | -do- |

| | |
|---|----------------------|
| 15. MLA, Pernem | -do- |
| 16. MLA, Priol | -do- |
| 17. MLA, Saligao | -do- |
| 18. MLA, Mapusa | -do- |
| 19. MLA, Pale | -do- |
| 20. MLA, Mandrem | -do- |
| 21. MLA, Cumbarjua | -do- |
| 22. MLA, Bicholim | -do- |
| 23. MLA, Santa Cruz | -do- |
| 24. Chairperson Zilla Panchayat, North Goa | -do- |
| 25. Chairperson of Panchayat Samitis (Block Pramukh) | -do- |
| 26. Directorate Health Services | -do- |
| 27. Director of Women & Child Development | -do- |
| 28. Chief Engineer, Water Supply & Child Development | -do- |
| 29. Director of Education | -do- |
| 30. Director of Panchayats | -do- |
| 31. Director of Social Welfare | -do- |
| 32. Chief Engineer, PWD (Public Health Engineering) | -do- |
| 33. Project Director-DRDA | -do- |
| 34. District Magistrate, North Goa | Member Secretary. |

The Terms of Reference shall be as follows:-

1. To review the progress of implementation of the annual District Health Action Plan under NHM and provide guidance on quarterly basis.
2. To review the release of funds by Centre and State, utilization thereof and adherence to prudent fiscal norms.
3. To undertake regular visits to the health facilities in rural/urban/city areas and ensure the availability of human resource at various level.
4. To ensure that National Health Programmes are being optimally implemented.
5. To ensure constructive engagement and participation of all concerned departments in the District for multi-sectoral intervention.
6. To review and ensure that effective inter- sectoral convergence and robust community monitoring and participation is in place.
7. To recommend corrective measures to ensure that the programme objectives are achieved and services delivered in an effective as well as efficient manner.
8. To consider complaints, if any, with regards to implementation of NHM in the district for appropriate action.
9. To put in place effective oversight mechanisms.

General Guidelines:

1. Meetings of the DLVMC at each level to be held at least once in every quarter after giving sufficient notice to the Hon'ble MPs/MLA and all other members.
2. Member Secretary shall convene the meeting on the direction of the Chairman.
3. The State administration may incur expenditure on holding the quarterly meetings of DLVMC at district out of the funds provided under management costs.
4. A minimum of one third of the members of the committee should be present to form the quorum. However, no act or proceedings of the DLVMC shall be invalid merely by reason of any vacancy in the DLVMC.
5. Necessary arrangements for quarterly field visit of the committee members will be made by the State Health Society.
6. Every financial year, the first meeting of the DLVMC should be held during the first quarter i.e. between April to June.
7. At the end of every quarter, the State Government Administration will provide the details status reports of the meetings of the DLVMC held, after compiling the requisite information received from the districts. The information is to be furnished as per the Annexure.
8. Proceedings of meetings shall be out in public domain on the State website of NHM. The quarterly report should be furnished to State Government and Government of India.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).
Porvorim, 21st June, 2016.

—◆◆◆—
Raj Bhavan

—
Order

No. GS/EST/06/2016/1467

Read: Letter No. 16/2/2016-GAD-III/1737 dated 9-6-2016 from Under Secretary (GA-I), Government of Goa, Seceretary, Porvorim.

The Hon'ble Governor of Goa is pleased to appoint Dr. N. Radhakrishnan as Special Secretary to the Governor on contract basis for a period of six months w.e.f. 1-6-2016 to 30-11-2016.

His pay shall be fixed in terms of CCS (Fixation of Pay of Re-employed Pensioners) Orders, 1986.

This appointment has the concurrence of Finance (Rev. & Cont.) Department vide their U. O. No. 1400024215 dated 21-5-2016 and by the Cabinet as conveyed by General Administration Department vide letter No. 1/20/2016-GAD-II dated 8-6-2016.

This appointment is subject to execution of a contract between the Government and the official.

By order and in the name of the Governor of Goa.

Shilpa Shinde, IAS, Secretary to Governor.

Dona Paula, 20th June, 2016.



Department of Urban Development

Directorate of Municipal Administration

Notification

No. 10/686/2016/DMA/775

Sub.: Master Plan for Old Goa Heritage area.

The Government of Goa has been concerned about the need for the conservation and development of the "Old Goa Heritage area" which is recognised by the UNESCO as a World Heritage site and the need thereto for preparation of a comprehensive Master Plan for the said purpose.

In order to achieve the said purpose, the Government is pleased to notify the appointment of Architect Ketak Nachinolkar to conceptualise in document form all the parameters within which the overall Master Plan would be formulated.

The terms of reference for such work would inter alia include:-

- (a) Historical aspects of the place before the arrival of the Portuguese.
- (b) Portuguese era developments leading to Old Goa becoming a major metropolis.
- (c) The historical area which would be encompassed within the Master Plan.

(d) Delineation of the historic sites to be considered in the Master Plan.

(e) Assistance in the preparation of the draft Bye Laws to regulate the activity.

(f) Proposal for constitution of a Special Development Authority.

(g) Identifying parameters for accrual of social and economic benefits to the local population.

(h) Solid as well as liquid waste management for total sanitation.

(i) Any other inputs as deemed necessary.

The concept report for the preparation of the Master Plan shall be required to be submitted within a month from the date of acceptance during which Mr. Ketak Nachinolkar shall be required to consult with various Stakeholders as may be necessary.

The cost of preparation of the said report shall be borne by the Department of Urban Development and the same shall be released through the Goa State Urban Development Agency which until further orders shall be the nodal agency to co-ordinate the exercise leading to the preparation of the Master Plan.

Mr. Nachinolkar shall be required to give his acceptance of the assignment and also specify in the said letter of acceptance the stage wise deliverables and submit the report to the Member Secretary, Goa State Urban Development Agency.

The Government further requires the concerned Stakeholders to extend the required co-operation to Mr. Nachinolkar to facilitate the early completion of the project.

By order and in the name of the Governor of Goa.

Elvis P. Gomes, Director & ex-officio Addl. Secretary (Municipal Administration/Urban Development).

Panaji, 20th June, 2016.

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